

WHEN RECORDED RETURN TO:  
RICHARDS LAW FIRM, P.C.  
2490 Wall Avenue  
Ogden, UT 84401

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
MAPLE SPRINGS ESTATES MPD PHASE 1 SUBDIVISION  
(A Master Plan Development)**

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS AND RESERVATION  
OF EASEMENTS FOR MAPLE SPRINGS ESTATES, MPD PHASE 1 SUBDIVISION  
A MASTER PLAN DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MAPLE SPRINGS ESTATES, MPD PHASE 1, A MASTER PLAN DEVELOPMENT is made as of the 10<sup>th</sup> day of July 2017, by MAPLE SPRINGS ESTATES, L.L.C., a Utah limited liability company (“Declarant”). Capitalized terms used herein shall have the meanings set forth in Article 2.

**RECITALS:**

A. Declarant intends to develop and sell certain residential lots located in Mantua City, Box Elder County, Utah, as part of a subdivision to be known as the “Maple Springs Estates MPD Phase 1 Subdivision”, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the “Property”).

B. Declarant intends to subdivide, develop and/or convey all of the Lots (defined below) and other land within the Maple Springs Estates MPD Phase 1 Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots and other real property within the Maple Spring Estates MPD Phase 1 Subdivision.

C. It is the intention of the Declarant in imposing the covenants, conditions and restrictions in this Declaration (defined below) to protect and enhance the property values and aesthetic values of the Lots all for the mutual protection and benefit of the Lots and the Owners of the Lots. The covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lienholders, and any other Person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Maple Springs Estates MPD Phase 1 Subdivision. Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of Improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant’s right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of Mantua City.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

ARTICLE I  
DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

- 1.1 “ARC” has the meaning set forth in Section 3.1.
- 1.2 “Articles of Incorporation” has the meaning set forth in Section 4.1.
- 1.3 “Assessment” means an annual assessment or a special assessment imposed by the Association.
- 1.4 “Association” means MAPLE SPRINGS ESTATES HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation and as the context requires, the officers and directors thereof.
- 1.5 “Building” means any building containing Dwellings constructed on the Property.
- 1.6 “Bylaws” has the meaning set forth in Section 4.4.
- 1.7 “City” means Mantua, Utah.
- 1.8 “County” means Box Elder County, a corporate body and political subdivision of the State of Utah, and its appropriate departments, officials, and boards.
- 1.9 “Declarant Control Period” means the period of time Declarant is in control of the appointment of members of the Maple Spring Estates Board as set forth in Section 13.4 below.
- 1.10 “Declaration” means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for the Maple Springs Estates MPD Phase 1 Subdivision, a Master Plan Development, together with any subsequent amendments, supplements or additions.
- 1.11 “Dwelling” means all or the portion of a Building situated upon a Lot designed and intended for use and occupancy as a single family residence. Each Dwelling shall be owned by the Owner or Owners of the Lot on which the Dwelling is situated subject to all of the terms, covenants, conditions, restrictions and easements of this Declaration.
- 1.12 “Excavation” means any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any activities for which an excavation or grading permit would be required under the ordinances and regulations as adopted by the City.

1.13 “Improvement” means all improvements, structures and appurtenances of every type and kind, including but not limited to Buildings Dwellings, garages, storage buildings, sheds and additions to them; retaining walls, gazebos, fences, driveways, trees, shrubs, bushes, landscaping, playground equipment, pools, patios, decks, gazebos, tennis courts, hard surfaced areas, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of the any Building.

1.14 “Maple Springs Estates Board” means the duly elected and acting board of directors of the Association.

1.15 “Maple Springs Estates Plat” means the official subdivision plat of the Maple Spring Estates MPD Phase 1 Subdivision as approved by the City, as it may be amended from time to time, that was recorded in the official records of the County Recorder’s Office, on April 26, 2017 as Entry Number 370038 and re-recorded May 11, 2017 as Entry Number 370600. The Maple Spring Estates MPD Phase 1 Subdivision Plat recorded May 11, 2017 is hereby incorporated into this Declaration by this reference.

1.16 “Maple Springs Estates MPD Phase 1 Subdivision” has the meaning set forth in Recital A above and any reference made herein to Maple Springs Estates Subdivision shall be considered one and the same as Maple Springs Estates MPD Phase 1 Subdivision.

1.17 “Lots” means the single family residential building lots and patio home lots as shown on the Maple Springs Estates MPD Phase 1 Subdivision Plat, as the same may be amended from time to time.

1.18 “Mortgage” means any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.19 “Owner” means the Person or Persons having title to any Lot. Owner shall mean the Person holding fee simple title, and buyers under any contract but shall exclude any Person or entity holding title only for purposes of securing performance of an obligation, unless that entity has taken possession. “Owner” shall not include the County.

1.20 “Person” means a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

## ARTICLE II DIVISION OF PROPERTY

2.1 Submission to Declaration. All of the Maple Springs Estates MPD Phase 1 Subdivision is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a residential subdivision to be known as Maple Springs Estates Subdivision MPD Phase 1 Subdivision. All of the Lots within said subdivision shall be subject to the covenants, conditions, restrictions, easements, uses, limitations and obligations set forth in this Declaration

and in the Maple Springs Estates MPD Phase 1 Subdivision Plat, each and all of which are declared and agreed to be for the benefit of the Maple Springs Estates MPD Phase 1 Subdivision and in furtherance of a plan for improvement of said property and the division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to any Person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Maple Springs Estates MPD Phase 1 Subdivision Plat, the subdivision is divided into Fifteen, (15), separate legal Lots consisting of residential building lots.

### ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

3.1 Acknowledgment. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of a Lot, acknowledges that, as the Association and the Owners of the Lots, the Association acting in its behalf and on behalf of the owners has a substantial interest in ensuring that the development and design of the Maple Springs Estates MPD Phase 1 Subdivision is uniformly developed and maintained. Therefore, each Owner agrees that no activity within the scope of this Article shall be commenced on such Owner's Lot unless and until the Architectural Review Committee of the Association ("ARC") has given its prior written approval for such activity in accordance with the procedures of this Article.

3.2 Architectural Review Committee. The ARC shall consist of at least three (3), but not more than five (5) Persons who shall be approved, shall serve, and may be removed and replaced in the Maple Springs Estates Board's discretion. The ARC may, in the Maple Springs Estates Board's direction, be divided into one or more committees, each of which shall have the sole responsibility for performances of those ARC responsibilities as may be designated by the Maple Spring Estates Board. The members of the ARC need not be Owners or representatives of Owners, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount as the Maple Springs Estates Board may establish.

3.3 Fees. The ARC may establish and charge reasonable fees not to exceed \$500.00 for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

3.4 Procedures.

3.4.1 Application. Prior to commencing any construction, modification or alteration of any Improvement, commencing any Excavation, or commencing any activity within the scope of this Article, an Owner shall submit an application for approval of the proposed activity in such form as the ARC may specify. A prospective purchaser who is a party to a binding contract to purchase a Lot also may be permitted to submit an application for approval. Such application shall include drawings and specifications ("Plans") showing site layout,

structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The ARC may require the submission of such additional information as the Maple Springs Estates Board or the ARC deem reasonably necessary to consider any application.

3.4.2 Review Criteria. In reviewing each submission, the ARC may consider any factors it deems relevant. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements. The ARC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to appeal so long as they are made in accordance with the procedures set forth herein.

3.4.3 Procedures Applicable to ARC. The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. However no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Declaration unless a variance has been granted pursuant to Section 3.4.6. In the event that the ARC fails to respond within the thirty (30) day period, disapproval of the application shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

3.4.4 Effectiveness of Approval. If construction does not commence on a project for which Plans have been approved within one (1) year, unless otherwise set forth in the approval, from the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any construction activity. Once construction is commenced, it shall be diligently pursued to completion. All construction shall be completed within one (1) year of commencement unless otherwise specified in the Notice of approval or unless the ARC grants an extension in writing, which it shall not be obligated to do. If approved construction is not completed within the required time, it shall be considered nonconforming and, unless an extension of time is granted, shall be subject to enforcement action by the Association, the ARC, or any aggrieved Owner.

3.4.5 No Waiver of Future Approvals. Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the architectural requirements set forth in this Declaration, may vary accordingly. In addition, each Owner acknowledges that it is completed, in which case it may be unreasonable to require changes to the Improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval

as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

3.4.6 Variances. The ARC may, upon the request of an Owner and the submission of an application for a variance, authorize variances from compliance with any of the architectural requirements set forth in this Declaration when circumstances such as topography, natural obstructions, hardship (which hardship shall not be either financial in nature or caused by the applicant), or aesthetic or environmental considerations warrant, in the sole discretion of the ARC, as appropriate, but only in accordance with duly adopted regulations and only within the scope of the ARC's authority. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. No variance may be impliedly approved. If a variance is required in connection with an application, the variances shall be specifically listed and requested on the application. No provision of this Article 3 shall be deemed to require the recordation of any variance.

EACH OWNER ACKNOWLEDGES THAT DETERMINATIONS AS TO VARIANCES HEREUNDER ARE PURELY SUBJECTIVE AND OPINIONS MAY VARY AS TO THE AESTHETIC EFFECT OF ANY PARTICULAR WAIVER. THEREFORE, EACH AUTHORIZED REVIEWER SHALL HAVE THE SOLE DISCRETION TO MAKE FINAL, CONCLUSIVE, AND BINDING DETERMINATIONS ON VARIANCES AND THEREFORE SUCH DETERMINATIONS SHALL NOT BE SUBJECT TO APPEAL. THERE ARE NO THIRD PARTY BENEFICIARIES TO ANY VARIANCE WHICH MAY BE GRANTED PURSUANT TO THIS SECTION 3.4.6. FURTHERMORE, THE ASSOCIATION OR THE ARC SHALL HAVE NO DUTY TO DISCLOSE THE GRANTING OR EXISTENCE OF ANY VARIANCE. EVERY OWNER AGREES, BY ACQUIRING TITLE AND/OR POSSESSORY RIGHTS TO ANY LOT, THAT HE OR SHE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION OR THE ARC OR ANY DESIGNATED REPRESENTATIVE OF ANY OF THE FOREGOING FOR THE RECOVERY OF DAMAGES BY REASON OF ANY REQUEST FOR A VARIANCE MADE BY SUCH OWNER, ANY OTHER OWNER OR ANY OTHER PERSON, WHETHER SUCH REQUEST IS GRANTED OR DENIED.

3.4.7 Limitation of Liability. The standards and procedures in this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Maple Springs Estates Subdivision but shall not create any duty to any Person. Review and approval of any application are made on the basis of aesthetic consideration only, and the ARC shall not bear any responsibility for ensuring: (a) structural integrity or soundness of approved construction or modifications; (b) compliance with building codes and other governmental requirements, including, without limitation, obtaining all necessary permits or approvals from governmental authorities; (c) approval of the construction or modification by the governing municipality or whether such approval will be obtained; or (d) conformity of quality, value, size, or design with other Dwellings or the Improvement on a Lot. Neither (1) the Association, the Maple Springs Estates Board, the ARC or any committee or member of the foregoing, nor (2) any Person

retained by an ARC as a consultant, nor (3) any employee, agent or representative of those listed in (1), (2), (3) above, (collectively, "Protected Persons") shall be held liable for any claim whatsoever arising out of construction on or modifications to any Lot.

No Protected Person shall be held liable for soil conditions, drainage, or other general site work; any defects in Plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Protected Persons shall be defended and indemnified by the Association as provided for in this Declaration or as required by Utah law.

**3.4.8 Enforcement.** Any construction, alteration, or other work done in violation of this Article or the applicable architectural requirement shall be deemed to be nonconforming. Upon written notice from the 'association, or the ARC, the Owner of such Lot shall, at his or her own cost and expense and within such time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requestor or restore the real property, Lot or Dwelling to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Association, or its designees shall have the right to record a Notice of Non-Compliance and/or to enter the real property, remove the violation, and restore the real property to substantially the same condition as previously existed. All costs (which may include administrative charges and legal fees), together with interest at the rate established by the Maple Springs Estates Board (not to exceed the maximum rate then allowed by Utah law), may be assessed against the non-conforming Lot under this Section 3.4.8 and collected as a Special Assessment unless otherwise prohibited in this Declaration. The right of the Association or its designees to remove a non-conforming construction, alteration, or other work in violation of this Article or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association, or its designees may have at law, in equity, or elsewhere in the Declaration, Articles of Incorporation or Bylaws of the Association.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approval activity and all activity previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If any Owner fails to commence and diligently pursue to completion all approved activity by the deadline set forth in the approval, the Association or its designees, shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the procedures set forth in the ARC's rules and regulations, if any, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Special Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural requirements set forth in this Declaration may be excluded from the Maple Springs Estates Subdivision, subject to any applicable notice and hearing procedures set



forth by the Association. In such event, the Association, and its officers and directors, employees, agents, or representatives shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC. To the fullest extent permitted by Utah law, enforcement of this Article by the Association shall not be subject to laches or any statute of limitations. Any Special Assessment levied for costs due under this Section 3.4.8 shall not be considered a fine or penalty and may be imposed apart from, or in conjunction with the any other Special Assessment permitted under this Declaration.

#### **ARTICLE IV ASSOCIATION**

4.1 Association. The Association has caused to be filed Articles of Incorporation with the Utah Department of Commerce to create the Association (“articles of Incorporation”). The members of the Association shall be the Owners of Lots within the Maple Springs Estates MPD Phase 1 Subdivision, and the Association is established to perform the functions and exercise the rights and powers for the benefit of the Lots and the Owners and the enforcement of the covenants as set forth in this Declaration. Each Owner of a Lot shall be a member of the Association. Membership in the Association shall be an appurtenance to each Lot, and is transferable only in conjunction with the transfer of the title to a Lot. The Association shall have and exercise, as necessary, the powers set forth in this Declaration.

4.2 Enforcement Powers. The Association shall have the power to enforce the covenants set forth in this Declaration by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of the covenants and to incur expenses for that purpose. The Maple Springs Estates Board shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Maple Springs Estates Board shall have the exclusive right to initiate enforcement actions in the name of the Association; however this shall not limit the individual rights of Owners to enforce personally the covenants set forth in this Declaration in their own name. The Association may appear and represent the interests of the Maple Springs Estates MPD Phase 1 Subdivision at all public meetings concerning zoning, variances, water rights or other matters of general application and interest to the Lots and/or Owners. Owners of the Lots may appear individually.

#### 4.3 Maple Springs Estates MPD Phase 1 Subdivision Board and Officers.

4.3.1 The affairs of the Association shall be conducted by the Maple Springs Estates Board consisting of at least three (3) and not more than five (5) directors and also by such officers as the Maple Springs Estates Board may elect or appoint in accordance with the Articles of Incorporation and the Bylaws as the same may be amended from time to time. The Maple Springs Estates Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Maple Springs Estates Board be responsible for the day-to-day

operation of the Association. The Maple Springs Estates Board shall determine the compensation to be paid to the manager.

4.3.2 The Maple Springs Estates Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this declaration, the Articles of Incorporation and the Bylaws of the Association, including, but not limited to, the following: (i) administration of the Association; (ii) preparing and administering an operational budget; (iii) establishing and administering an adequate reserve fund; (iv) scheduling and conducting the annual meeting and other meetings of the Owners; (v) collecting and enforcing the assessments and fees from the Owners; (vi) accounting functions and maintaining records; (vii) promulgation and enforcement of rules and regulations; (viii) entering into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers; (ix) opening bank accounts on behalf of the Association and to designate the signatures therefor; (x) bringing, prosecuting and settling litigation for itself, the Association and the Maple Springs Estates Subdivision; (xi) owning, purchasing or leasing, holding and selling or otherwise disposing of, on behalf of the Owners, items of real and personal property; (xii) doing all other acts necessary for the operation and maintenance of the Maple Springs Estates Subdivision and the performance of its duties as agent for the Association including the maintenance and repair of any portion of the Maple Springs Estates Subdivision if necessary to protect or preserve the Maple Springs Estates Subdivision; (xiii) purchasing and maintaining insurance; and (xiv) all the other duties imposed upon the Maple Springs Estates Board pursuant to this Declaration, including enforcement thereof.

4.3.3 The directors of the Maple Springs Estates Board may be removed, replaced or elected by the majority vote of Owners, at any meeting of the Owners conducted in accordance with the Bylaws, provided, however, that during the Declarant Control Period, any director appointed by Declarant cannot be removed except by Declarant. The number of directors of the Maple Springs Estates Board may be changed by amendment of the Bylaws of the Association.

4.4 Bylaws. The day to day administration of the Association's affairs, including the manner in which directors are elected and their terms of office are set forth in the bylaws of the Association ("Bylaws"), which may be amended from time to time by the Association as provided in those Bylaws. No amendment of the Bylaws shall have the effect of releasing or amending the covenants, conditions, or restrictions set forth in this Declaration.

4.5 Voting Rights. There shall be one vote for the membership in the Association that is appurtenant to each Lot and each Owner shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot unless the other Owners are also present and object or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

4.6 Amplification. The provisions of this Article 4 may be amplified by the Articles of Incorporation and the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

4.7 Relationship with Other Properties: Entities. The Association may enter into contractual agreements or covenants to share costs with the owner(s) of any neighboring real property or any other Person or entity to contribute funds for, among other things, shared or mutually beneficial property or services.

4.8 View Impairment.

NEITHER DECLARANT NOR THE ASSOCIATION GUARANTEES OR REPRESENTS THAT ANY VIEW OVER AND ACROSS LOTS WILL BE PRESERVED WITHOUT IMPAIRMENT. DECLARANT AND THE ASSOCIATION SHALL NOT HAVE ANY OBLIGATION TO RELOCATE, PRUNE, OR THIN TREES OR OTHER LANDSCAPING THAT MAY LIMIT OR IMPAIR THE VIEW FROM A LOT. TREES AND OTHER LANDSCAPING MAY BE ADDED TO LOTS AND TO THE OPEN SPACE FROM TIME TO TIME SUBJECT TO THE APPLICABLE LAW AND THE ARTICLES OF INCORPORATION, BYLAWS AND THIS DECLARATION. ANY SUCH ADDITIONS OR CHANGES MAY DIMINISH OR OBSTRUCT ANY VIEW FROM THE LOTS AND ANY EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES OR FOR THE PASSAGE OF LIGHT AND AIR ARE HEREBY EXPRESSLY DISCLAIMED.

## ARTICLE V EASEMENTS

5.1 Easements for Maintenance. The Association shall have the irrevocable right to have access from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage.

5.2 Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon, and across the streets shown on the Maple Springs Estates MPD Phase 1 Subdivision Plat as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

5.3 Easements Deemed Created. All conveyances of Lots within the Maple Springs Estates MPD Phase 1 Subdivision, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

5.4 Easements Reserved by Association. The Association shall have the power to grant and convey to any third party and hereby reserves unto itself transferable easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the

Maple Springs Estates MPD Phase 1 Subdivision for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, sprinkling systems; water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to the Maple Springs Estates MPD Phase 1 Subdivision.

5.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Maple Springs Estates MPD Phase 1 Subdivision Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement area, or which may obstruct or retard the flow of water through drainage channels in the easement area of each Lot. The easement area of each Lot and all Improvements in it shall be maintained continuously by the respective Owner of such Lot, except for those improvement for which a public authority or utility company is responsible.

5.6 Easements for Encroachments. If any part of a Dwelling encroaches or shall hereafter encroach upon the adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easement must extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances on the Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of one or more of the Buildings or any improvements constructed or to be constructed within the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof

5.7 Easements. ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOTS SHALL BE SUBJECT TO EASEMENTS AS SHOWN ON THE MAPLE SPRING ESTATES PLAT AND THE EASEMENTS CREATED UNDER THIS DECLARATION.

5.8 Inseparability. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, for the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association. No Owner nor the Association may bring any action for partition thereof.

5.9 Separate Taxation. Each Lot and all Improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All of such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

5.10 Mechanics' Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of any Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

5.11 Restriction on Easement Rights Granted by Owners. Without the prior written consent of the Association, no Owner of any Lot within the Maple Springs Estates MPD Phase 1 Subdivision shall grant any easement, license, permit or other rights to any other Person or entity for the purpose of granting to such other Person or entity any rights of ingress and egress, any rights to construct, operate or maintain any road, trail or other right of entry or passage over and across such Lot, any rights to construct, operate, maintain, repair or replace any utility easements or any other rights or interests not otherwise established and created pursuant to the Maple Springs Estates MPD Phase 1 Subdivision Plat and this Declaration.

## **ARTICLE VII RESTRICTIONS ON USE**

The following restrictions on use apply to all Lots within the Maple Springs Estates MPD Phase 1 Subdivision:

7.1 Zoning Regulations. The lawfully enacted zoning regulations of the City and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Maple Springs Estates MPD Phase 1 Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

7.2 No Mining Uses. The property within the Maple Springs Estates MPD Phase 1 Subdivision shall be used for residential purposes only, and no surface occupation for mining, drilling, or quarrying activity will be permitted at any time on any Lot, Associate Area, street, or other area within the Maple Springs Estates MPD Phase 1 Subdivision.

7.3 No Business or Commercial Uses. No portion of the Maple Springs Estates MPD Phase 1 Subdivision may be used for any commercial business use; provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Maple Springs Estates Subdivision. No materials, machinery, equipment, or inventory associated with any home occupation may be stored outside on any Lot. No signs associated with any home occupation are permitted.

7.4 Completion Required Before Occupancy. No Dwelling maybe occupied prior to its completion and the issuance of at least a temporary certificate of occupancy by the City.

7.5 Primary Dwelling to be Constructed First. No garage, storage unit, or other out building or Improvement may be constructed prior to the commencement of construction of the primary Dwelling on the Lot.

7.6 No Re-Subdivision. No Lot may be subdivided.

7.7 Underground Utilities. All water, gas, electrical, telephone, television, and any other utility or transmission lines in the Maple Springs Estates MPD Phase 1 Subdivision are to be underground, including lines within any Lot which service installations or Improvements entirely with that Lot.

7.8 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

7.9 No Noxious or Offensive Activity. No noxious or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

7.10 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). No Owner will occupy a Lot in a manner that is in violation of any State of Utah or federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

7.11 No Open Burning; Open Fires. The open burning of yard trimmings, construction waste, or other materials on the Lot is prohibited.

7.12 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Improvement, Dwelling or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public or private street.

7.13 No Annoying Lights. Any outdoor lighting shall be subject to approval by the ARC and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the immediate vicinity of the building or Improvement it is intended to serve. Lighted tennis courts, sport courts, and similar lighted recreation facilities are prohibited.

7.14 No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for properly operating and maintained security or fire alarms.

7.15 Animals. The use of animals for pets, housing, breeding, or boarding must comply with the existing animal regulations for the City and with the rules and regulations promulgated by the Maple Springs Estates Board from time to time.

7.16 No Firearms. No firearms of any kind, except b-b guns, pellet guns, or similar air-powered firearms, may be discharged within the Maple Springs Estates MPD Phase 1 Subdivision.

7.17 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers approved by the ARC. All equipment for the storage or disposal of waste or rubbish shall be kept in a clean and sanitary condition and must be at the approval of the ARC.

7.18 Parking and Storage of Personal Property. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any Lot, except that regularly used passenger cars and light pickup trucks may be parked on the driveway areas in the front yard. Boats, trailer, campers, motorized vehicles, motor homes and all other types of recreational and/or accessory equipment may be parked on the public right-of-way or in a driveway for not more than twenty-four (24) hours. Such recreational vehicles or equipment may be parked on a Lot on a parking pad separate from the driveway that complies with Mantua City regulations so long as such vehicles and equipment are inside of the Lot setback lines, do not encroach into the setback area, are not perpetually unsightly as determined by the Maple Springs Estates Board, and the parking pad and parking of vehicles and equipment comply with the rules and regulations promulgated by the Maple Springs Estates Board from time to time. This provision may be amended unilaterally by the Declarant during the Declarant Control Period, or by the Maple Springs Estates Board in the Association rules, without the written consent of Owners.

7.18 Outdoor Furniture. All furniture placed on the front porches and other outdoor areas within any Lot that is within public view must be of a type and quality generally characterized as "outdoor furniture."

7.19 Rules. No Owner shall violate the rules and regulations for the use of Lots as adopted from time to time by the Association.

7.20 Leases. Any lease or rental agreement for a Dwelling must be in writing and must be subject to the terms of this Declaration, the Bylaws, rules, regulations and other documentation of the Association. An Owner shall not lease such Owner's Unit for an initial term of less than six (6) months. The Owner shall provide a copy of the lease or rental agreement to the Maple Springs Estates Board within ten (10) days after delivery after the lease is executed and prior to occupancy. An Owner shall be responsible and liable for any damage to the Maple Springs Estates MPD Phase 1 Subdivision caused by its tenants. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants, the Owner shall proceed promptly to abate the nuisance or cure the default, and notify the Maple Springs Estates Board in writing of his or her intentions.

7.21 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval.

## ARTICLE VIII RESTRICTIONS ON IMPROVEMENTS

8.1 Compliance with this Declaration. All Dwellings and Improvements to a Lot and all construction and landscaping activities must comply with: (a) all codes, rules, regulations and requirements of the County; and (b) the Declaration, including the architectural requirements set forth herein.

8.2 Number of Dwellings. Only one Dwelling and one out-building may be constructed on any Lot.

8.3 Construction Activity Confined. All construction activity, Improvements, and Dwellings are to be confined to the respective Owner's Lot area.

8.4 Building Setback. All building setbacks from property line shall conform to the applicable City ordinances and the Maple Springs Estates Plat.

8.5 Slope and Drainage Control. No Improvement, planting or other material shall be placed or permitted to remain, nor shall any other activities be undertaken, which may damage or interfere with established slope ratios, which create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels, including, without limitation, the Wetlands. The slope control areas of each Lot and all Improvements within them shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. All Lot Owners shall retain and control all water runoff from such Owner's Lot or Lots, so as not to damage or hinder other Lots or Owners.

8.6 Landscaping. The Landscaping of the front yard of each Lot, including the planting of grass or the placement of sod, and the planting of at least two (2) trees per front yard



and fifteen (15) shrubs, must be completed within one (1) year from the time the construction of the Dwelling is completed, as may be reasonably extended due to inclement weather. In the event construction of the Dwelling is finished during a time of year when landscaping is difficult or impractical, the front yard landscaping shall be completed within sixty (60) days of the weather permitting installation of such landscaping, as determined in Declarant's sole discretion. A fee of up to One Hundred (\$100.00 Dollars per day will be charged to the Owner of any Lot if the front yard of such Lot is not completed within this time frame. The Landscaping of the back yard and side yards of each Lot does not need to be completed within such timeframe. The Owner of each Lot within the Maple Springs Estates MPD Phase 1 Subdivision shall keep such Owner's Lot clean of weeds and trash. If the Owner fails to do so, the Declarant or the ARC shall have the right to cause such maintenance work to be done and to cause the cost of such maintenance work to be charged to and paid by the Owner of such Lot. The recordation by the Declarant and/or the ARC in the Office of the Recorder of Box Elder County, Utah, of a Notice of Charge against the Owner of any Lot shall constitute a lien against such Lot, which lien shall remain in effect until such amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date of such Notice of Charge, is paid. Thereupon the Notice of Charge shall be released of record.

**8.7 Minimum Architectural Requirements.** The following shall be considered to be minimum architectural requirements with respect to Dwellings constructed within the Maple Springs Estates MPD Phase 1 Subdivision, although the ARC shall have broad discretion in the approval of plans for Dwellings constructed in the Maple Springs Estates MPD Phase 1 Subdivision and shall be entitled to consider factors in addition to the following minimum requirements:

8.7.1 No Dwelling shall be permitted on any Lot that is not of a quality workmanship and materials that are substantially the same or better than that of the surrounding structures within the Maple Springs Estates MPD Phase 1 Subdivision. Exterior materials on all Dwellings shall be limited to brick, real rock, stucco, hardy plank, or similar manufactured materials of equal quality. Upon the express written approval of the ARC, other exterior building materials may be used. No Dwellings shall be constructed with readily combustible exterior finishes, which prohibition shall preclude without limitation wood shingles, wood soffits, wood fascia and wood siding. At least forty (40%) percent of each of the front and the two sides of each Dwelling must be finished with exterior materials consisting of either real rock, brick, or hardy plank, as approved by the Maple Springs Estates Board or the ARC.

8.7.2 No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

8.7.3 No prefabricated Dwellings or trailers shall be allowed or constructed.

8.7.4 Roofs on all buildings shall be constructed with a minimum pitch angle of 6:12, provided, however, that a 4 inch rise in 12 inches may be approved in very selected roof areas. All roofs shall be made of fire resistant dimensional shingles or other roofing materials approved by the ARC. The shingles must be a minimum of 30 year dimensional shingles.

8.7.5 All buildings, structures and improvements on any Lot shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Maple Springs Estates MPD Phase 1 Subdivision. Out-buildings must have an exterior finish that matches the Dwelling.

8.7.6 All fencing within the Maple Springs Estates MPD Phase 1 Subdivision must be approved by the ARC. All fencing must be in compliance with the City's height and set-back requirements. No chain link fences of any type are allowed for perimeter fencing of any Lot within the Maple Springs Estates Subdivision; provided, however, that fencing around a dog run in the back yard of a Lot shall not be considered perimeter fencing.

8.7.7 For any Dwelling constructed on a single family residential building lot, the above-ground square feet area of such Dwelling, exclusive of garage, basement, and any porches shall not be less than:

- (a) 1,600 square feet for a single level residence;
- (b) 2,200 square feet for a two-level residence, with not less than 1,100 square feet per level.

8.7.8 If an Owner desires to construct a Dwelling designed with a split entry or multiple levels, the plans shall be reviewed by the ARC and approval shall be granted in the discretion of the ARC, and the total area of floor space shall meet the minimum criteria of either subsection 8.7.7(a) or 8.7.7(b) above, if the opposite split entry levels were deemed to be one level.

8.7.9 If the ARC finds that the plans for any Dwelling submitted fail to meet the minimum main floor area, but the overall aggregate area is met, the ARC may approve the plans if, in its opinion, the Dwelling to be constructed is substantially equivalent in value to a home which would meet the minimum floor area on the main floor level.

8.7.10 Each Dwelling shall meet the minimum set back requirements for the front, side, and back yards as required by the City, unless a variance is obtained by the City and approved by the ARC. In no event shall the side yard setback for a Dwelling constructed on a single family residential building lot be less than ten (10) feet from the respective Lot's boundary line.

8.8 Exterior Lighting Standards. All exterior lighting must be adequately shielded and controlled to prevent glare and illumination to adjacent properties or streets. Bare light globe fixtures, such as flood and spot lights, are prohibited.

## **ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS**

It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Maple Springs Estates MPD Phase 1 Subdivision.

9.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe and healthy conditions. An Owner shall not alter any utility lines, pipes, wires, conduits, or systems which serve one or more other Dwellings. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Maple Springs Estates Board. Such right to repair, alter, and remodel is coupled with the obligation to replace any materials removed with similar types or kinds of materials. All fixtures and equipment installed within the Dwelling shall be maintained and kept in repair by the Owner thereof. Any expense to the Association for investigation under this Article shall be borne by Owner if such investigation establishes a violation of this paragraph.

9.2 Repair by Association. In the event that an Owner permits his Lot or improvements to fall into a state of disrepair that is a dangerous, unsafe, unsanitary, or unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within thirty (30) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement together with all expenses and fees of the Association shall be charged to the Owner, who agrees to pay promptly such amounts for work performed under this Section 9.2. All sums assessed to the Owner of a Lot under this Section 9.2, together with interest at the rate of one and one-half (1 ½ %) percent per month, shall constitute an Assessment by the Association and shall be secured by a lien on such Lot in favor of the Association. The Association shall have all rights and remedies to enforce an Assessment under this Section 9.2 in the same manner as Assessments under Article VI.

9.3 Right of Entry. The Association shall have a right of entry and access to, over, upon, and through all of the Maple Springs Estates MPD Phase 1 Subdivision, including each Lot, each Dwelling, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things or areas of the Maple Springs Estates MPD Phase 1 Subdivision. In the event of an emergency, the Association's right of entry to a Dwelling may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Dwelling no less than twenty-four (24) hours advance notice prior to entering a Dwelling.

9.4 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ARC. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or siding or trim materials will be made without the advance consent of the ARC.

9.5 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss provided, however, that alterations or deviations from the originally

approved plans will require prior approval of the ARC. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Maple Springs Estates Board, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing, and any damaged structure which does remain un-repaired after ninety (90) days without repairs commencing, and any damaged structure which does remain un-repaired after ninety (90) days following the occurrence of damage is deemed a nuisance which maybe abated by the Association at the expense of the Owner.

## ARTICLE X CONSTRUCTION REGULATIONS

10.1 Required Construction Regulations. To minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract between the Owner and his or her contractor on any Improvements on a Lot. Each Owner shall be bound by these regulations, and violations committed by the contractor shall be deemed a violation by the Owner for which the Owner is liable.

10.2 Portable Office or Trailer. Any Owner whose contractor desires to bring a portable office or trailer onto a Lot shall first apply for and receive written approval from the ARC. The ARC will work with the Owner to determine the best location for the portable office. The portable office will be located only in a location approved by the ARC, which shall be on the Owner's Lot and within the area that can be disturbed by construction or within driveway areas.

10.3 Removal of Temporary Office. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (1) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the building permit, or (iii) the suspension of construction activities for a period of sixty (60) days.

10.4 Construction Debris Removal. Owners and their contractors must comply with applicable City ordinance requiring the placement and maintenance of a trash container or dumpster on the lot during construction. Owners and their contractors are responsible for collection of trash at the end of each work day and depositing construction trash, packing material, unusable scraps, and other debris in a suitable container. Lightweight material must be weighted down to prevent wind from blowing it away. Debris must be contained until removed from the Lot to an appropriate land fill. The dumpster must be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Lot. No concrete trucks may be cleaned out on any Lot or anywhere within the Maple Springs Estates MPD Phase 1 Subdivision.

10.5 Construction Areas Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of the Dwelling or on any other Improvements. Materials must be stored in neat stacks and covered. No more material may be delivered to the site than can reasonably be consumed in a week's time, provided that once the Dwelling is enclosed, materials may be stored inside, out of sight, indefinitely.

10.6 Sanitary Facilities. Each Owner is responsible for the installation and maintenance of any approved portable toilet facility on the site during construction. The portable toilet must be located on the Lot at a location approved by the ARC and must be removed from the site at such time as the permanent plumbing system is operational.

10.7 Removal of Mud. The Owner and each contractor are responsible for keeping mud from the construction site on such Owner's Lot from being deposited on the roadways of the Maple Spring Estates Subdivision. This may require cleaning of truck tires before leaving the site.

10.8 Duration of Construction. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as following completion of the exterior of the Dwelling.

## **ARTICLE XI RECREATIONAL ACTIVITIES**

11.1 Indemnification. Each Owner hereby agrees to indemnify, defend and hold harmless the Association, and any committee created by the Association, and their directors, officers or members from and against any and all Waived Claims asserted by such Owner and/or by such Owner's visitors, family, agents, contractors or tenants. Each Owner further covenants all Recreational Activities shall have the right, in the nature of an easement, to subject all or any portion of the Maple Springs Estates MPD Phase 1 Subdivision to nuisances incidental to the maintenance, operation or use thereof, and to the carrying out of such Recreational Activities.

## **ARTICLE XII MORTGAGEE PROTECTION**

12.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

12.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage.

12.3 Mortgage Holder Rights in Event of Foreclosures. Any mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments by the Association and charges against the Lot which accrued prior to the date of acquisition of title to such Lot by such acquirer. Any unpaid Assessments shall be deemed to be Association Expenses collectible from all of the Lots in the Maple Springs Estates MPD Phase 1 Subdivision, including the Lot that has been acquired in accordance with the provisions of this Section.

12.4 Amendment. No provision of this Article XIII shall be amended without the prior written consent of at least two-thirds of all first Mortgagees on the Lots within the Maple Springs Estates MPD Phase 1 Subdivision as appear on the Official records of the County as of the date of such amendment, and so long as Declarant owns any interest in any of the Lots, without Declarant's prior written consent.

### **ARTICLE XIII ADDITIONAL RIGHTS RESERVED TO DECLARANT**

13.1 Marketing and Sales Activities. Declarant may construct and maintain upon portions of the Lots such facilities and activities as may be reasonably required, convenient, or incidental, to the construction or sale of Lots, including, but not limited to, business offices, signs, model Lots, and sales offices, and shall have easements for access to and use of such facilities.

13.2 Right to Approve Additional Covenants. During the Declarant Control Period, no Person shall record any declaration or similar instrument affecting any portion of the Property without Declarant's review and consent. The granting or withholding of such consent shall be within Declarant's sole discretion. Any recording without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant. Once approved by Declarant and recorded, any declaration or similar instrument affecting any portion of the Property shall be in addition to and not in limitation of, the provisions of this Declaration. In the event of any conflict between this Declaration, the Articles of Incorporation, Bylaws, or any rule or regulation adopted by the Maple Springs Estates Board and any declaration or similar instrument affecting any portion of the Property which is recorded, then the terms of this Declaration, the Articles of Incorporation, Bylaws, or any rule or regulation adopted by the Maple Springs Estates Board shall control.

13.3 Right to Approve Change in Community Standards. No amendments to or modification of any rules or regulations shall be effective without prior notice to and the written approval of Declarant during the Declarant Control Period.

13.4 Right to Appoint and Remove Directors During Declarant Control Period. There is hereby established a Declarant Control Period of the Association during which period Declarant or persons designated by it shall have the authority to appoint and remove the

Association officers and directors. The Declarant Control Period shall terminate on the earlier of: (a) five (5) years after the recordation in the Office of the Recorder of Box Elder County, Utah, of the most recently recorder Maple Springs Estates MPD Phase 1 Subdivision Plat;; or (b) one hundred twenty (120) days after the date 85% of the total number of Lots in the Maple Springs Estates MPD Phase 1 Subdivision are conveyed to Owners other than Declarant; or (c) the date Declarant delivers to the Association written notice of Declarant Control Period, the Maple Springs Estates Board shall be elected as provided in the Bylaws.

13.5 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declaration has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a recorded written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

13.6 Exclusive Rights to Use Name of Development. No Person shall use the name "Maple Springs Estates" or any derivative of such name in any printed or promotional material without Declarant's prior consent. However, Owners may use the name "Maple Springs Estates" in printed or promotional matter where such term is used solely to specify that particular real property is located within the Maple Springs Estates MPD Phase 1 Subdivision. Notwithstanding, the Association shall be entitled to use the words "Maple Springs Estates" in its name.

13.7 Equal Treatment. For so long as Declarant owns any part of the real property described in Exhibit A or any interest therein, the Association shall not, without the prior consent of Declarant, adopt any policy, rule, or procedure that:

13.7.1 limits the access of Declarant and its respective successors, assigns, and affiliates or their employees, agents, representatives, and/or guests, including visitors, to any real property owned by any of them;

13.7.2 limits or prevents Declarant and its respective successors, assigns, and affiliates or their personnel from advertising, marketing, or using the Association or any real property owned by any of them in promotional materials;

13.7.3 limits or prevents owners from becoming members of the Association, subject to the provisions of this Declaration and the Bylaws;

13.7.4 discriminates against or singles out any group of Members or prospective Members or Declarant this provision shall expressly prohibit the establishment of a fee structure (i.e., Special Assessments and other mandatory fees or charges other than Special Assessments

and use fees) that discriminates against or singles out any group of Owners or Declarant, but shall not prohibit the establishment of Special Assessments;

13.7.5 impacts the ability of Declarant and its respective successors, assigns and affiliates, to carry out to completion its development plans and related construction activities for the Maple Spring Estates MPD Phase 1 Subdivision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction, and landscaping activities and utilities; or

13.7.6 impacts the ability of Declarant and its respective successors, assigns, and affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner. The Association shall not exercise its authority (including, but not limited to, other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Property over the streets within the Property.

#### **ARTICLE XIV GENERAL PROVISIONS**

14.1 Remedies. The covenants, conditions and restrictions contained in this Declaration may be enforced as follows:

14.1.1 Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by any Owner or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

14.1.2 Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

14.1.3 The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

14.1.4 The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration nor a waiver of the right to take enforcement action with respect to a future violation of such covenants or any other violations.

14.2 Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.



14.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

14.4 Limited Liability. Neither the Association, the directors of the Maple Springs Estates Board, the ARC or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

14.5 Term of Covenants, Renewal. This Declaration shall expire fifty (50) years from the date it is first recorded with the Recorder of Box Elder County, Utah, provided however that in the last year prior to expiration, this Declaration shall be automatically extended for successive periods of twenty (20) years, unless, by a vote of at least a majority of the then Owners of said Lots, it is agreed to amend or release this Declaration in whole or in part by an appropriate instrument in writing specifying the provisions to be amended or released, and by recording said instrument in the office of the Recorder of Box Elder County, Utah.

14.6 Amendment. Subject to the provisions of this Declaration, the Owners of fifty-one (51%) percent of the Lots may amend the provisions of this Declaration, provide, however, that so long as the Declarant owns an interest in the Property, no such amendment shall occur without Declarant's written approval, which approval may be withheld in the Declarant's sole absolute discretion. Any amendment must be in writing and be approved by fifty-one (51%) percent of the Owners at the time of the amendment, and Declarant as provided for herein. No amendment which has the effect of substantially or materially altering the size, nature, or use of the Improvements on any Lot permitted by this Declaration will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the amendment. Any amendment authorized pursuant to this Section 14.6 shall be accomplished through the recordation of an instrument executed by the Association.

14.7 Constructive Notice. Every Person who owns, occupies, or acquires any right, title or interest in any Lot in the Maple Springs Estates MPD Phase 1 Subdivision is conclusively deemed to have notice of this Declaration, its contents and to have consented to the application and enforcement of each of the covenants, conditions, easements and restrictions against his or her Lot.

14.8 Notices. All notices under this Declaration are deemed effective five (5) business days after the date of mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the property tax assessment rolls if no other address for an Owner is known. Notices delivered by hand are effective upon delivery.

14.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Maple Springs

Estates MPD Phase 1 Subdivision. Section headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

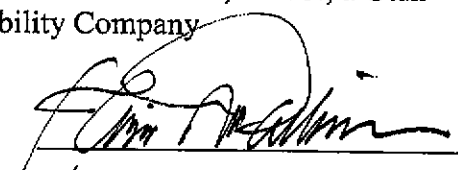
14.10 Recitals Incorporated. The Recitals set forth in this Declaration are hereby incorporated herein.

14.11 Covenants Run with the Land. The covenants, conditions, and restrictions in this Declaration are covenants running with the Land, and shall burden and benefit the successors and assigns of the Owners for so long as the Declaration is in effect.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the date first above written.

MAPLE SPRING ESTATES, L.L.C., a Utah  
Limited Liability Company

By:



Print Name:

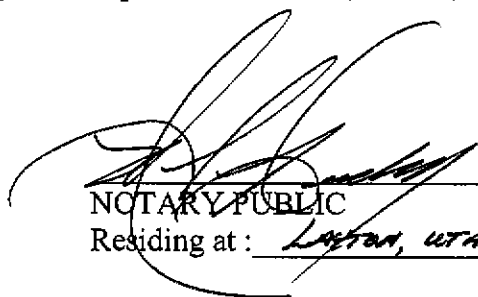
KEVIN M. PARKINSON

Title:

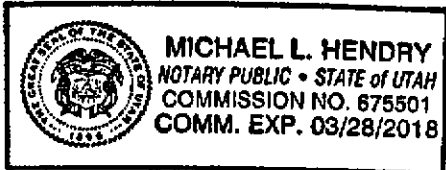
Manager

STATE OF UTAH            )  
                                          :ss.  
COUNTY OF WEBER        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2017, by KEVIN M. PARKINSON, the Manager of Maple Creek Estates, L.L.C., a Utah limited liability company.

  
NOTARY PUBLIC  
Residing at : Layton, Utah

My Commission Expires: 3-28-18



**EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
MAPLE SPRINGS ESTATES MPD PHASE 1 SUBDIVISION**

**LEGAL DESCRIPTION**

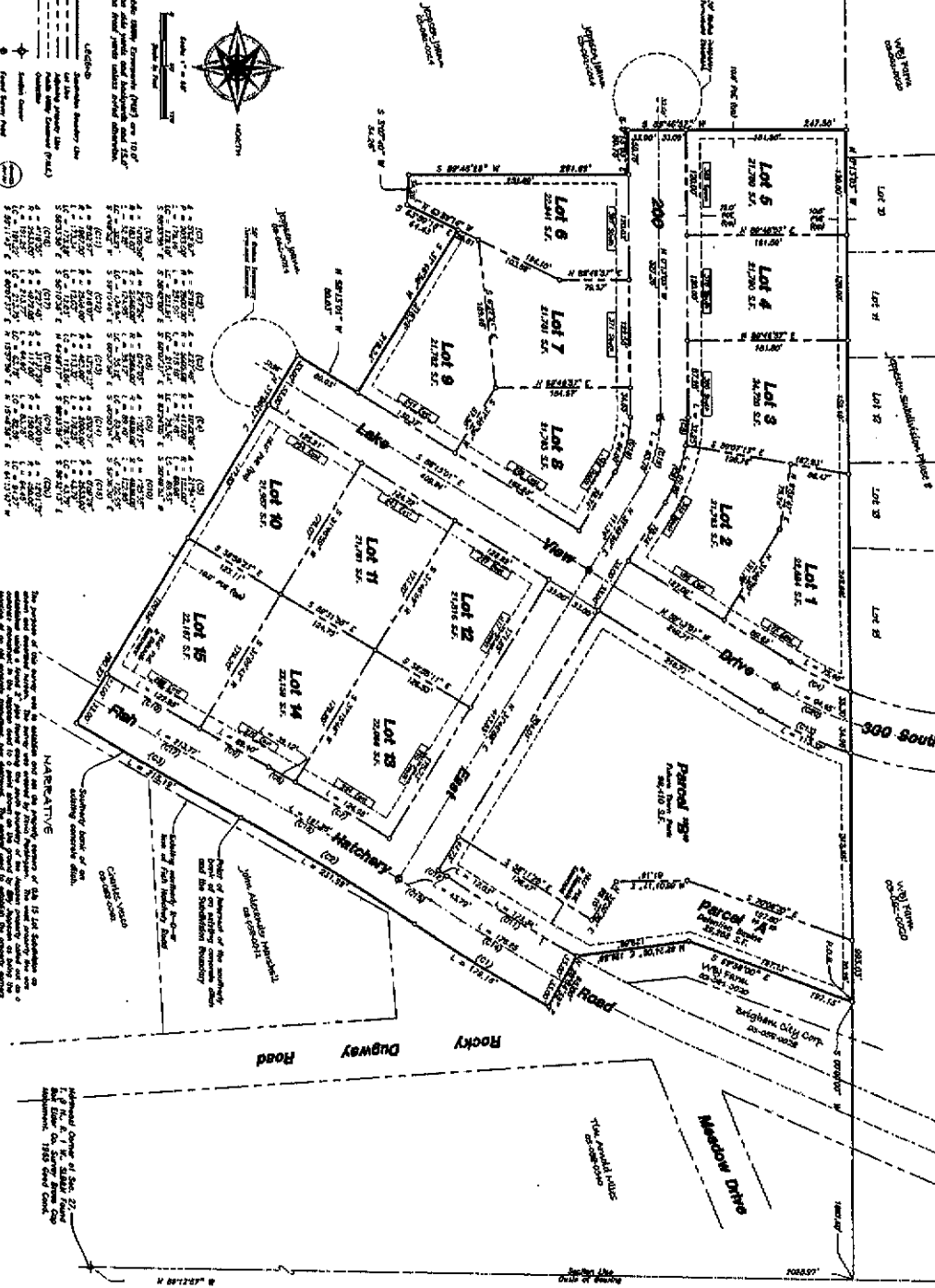
**The real property referenced in the foregoing instrument as Maple Springs Estates MPD Phase 1 Subdivision is located in Box Elder County, Utah, and is more particularly described as:**

**All of Lots 1 thru 15, Maple Springs Estates MPD Phase 1 Subdivision, a Master Plan Development, Mantua Town, Box Elder County, Utah, according to the official plat thereof.**

**Tax parcel numbers 03-255-0001 thru 03-255-0015**

# Maple Springs Estates MPD Phase 1

Final Plat for  
Master Plan Development  
Humboldt, Box Elder County, Utah  
A Part of the East 1/2 of Section 27,  
Township 9 North, Range 1 West, S.L.B.M.



**Legend:**

- Lot Lines
- Proposed Easements
- Proposed Right-of-Way
- Proposed Utility Lines
- Proposed Fences
- Proposed Driveways
- Proposed Walkways
- Proposed Paved Areas
- Proposed Unpaved Areas
- Proposed Water Features
- Proposed Landmarks
- Proposed Structures
- Proposed Plantings
- Proposed Other Features

**Scale:** 1" = 100'

**North Arrow:** (Image of a compass rose)

**Survey Data:**

County: Humboldt, Box Elder County, Utah  
 Section: East 1/2 of Section 27  
 Township: Township 9 North, Range 1 West, S.L.B.M.  
 Survey No.: 372710  
 Date: April 4, 2017

**NARRATIVE:**

The purpose of this plat is to divide the property shown on the attached map into 15 lots, each of which is to be used for residential purposes. The lots are to be used for residential purposes and are to be used for residential purposes only. The lots are to be used for residential purposes and are to be used for residential purposes only. The lots are to be used for residential purposes and are to be used for residential purposes only.

**APPROVAL AND ACCEPTANCE:**

Surveyor: [Signature]

Notary Public: [Signature]

**ADVANCED LAND SURVEYING INC.**  
 770 S. Main Street, Suite 100  
 Layton, Utah 84041  
 (634) 597-7865 (634) 595-7865  
 www.advancedland.com

**OWNER'S DECLARATION:**

I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is being divided into 15 lots, each of which is to be used for residential purposes. The lots are to be used for residential purposes and are to be used for residential purposes only. The lots are to be used for residential purposes and are to be used for residential purposes only.

**TRUST ACKNOWLEDGEMENT:**

State of Utah )  
 County of Box Elder ) ss  
 I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is being divided into 15 lots, each of which is to be used for residential purposes. The lots are to be used for residential purposes and are to be used for residential purposes only.

**CORPORATE ACKNOWLEDGEMENT:**

State of Utah )  
 County of Box Elder ) ss  
 I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is being divided into 15 lots, each of which is to be used for residential purposes. The lots are to be used for residential purposes and are to be used for residential purposes only.

