

MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT

THIS AGREEMENT, is entered into by and among Patterson Construction, Inc., a Utah corporation, and Maple Crest Condominiums Homeowners Association, a Utah non-profit corporation, herein referred to as the "Developer" and the "Association", respectively, and American Fork City Corporation, a municipal corporation of the State of Utah, herein referred to as the "City".

WHEREAS the Developer owns certain real property in the incorporated area of the City, which real property is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS the Developer is desirous of developing said real property as a Planned Unit Development or Condominium Complex (herein referred to as the "development") in conformity with the ordinances of American Fork City, and also intends to provide for the benefit of subsequent owners and the public certain common areas and open space to be owned, maintained and operated by the Association; and

WHEREAS it is necessary and proper in connection with said development that an agreement be entered into between the Developer and the Association and American Fork City for the purpose of guaranteeing the integrity, proper management and upkeep of the development and the furnishings of necessary services to subsequent owners; now, therefore

IN CONSIDERATION of the necessary approvals, consents and authorizations to be given by American Fork City for the purpose of allowing the Developer and Association to establish and operate said development, and for the purpose of complying with the ordinances of American Fork City in such cases made and provided, the Developer and Association covenant and agree with the City as follows:

1. Except as otherwise expressly agreed, the City shall have no obligation to construct or provide capital improvements or extended services for said development. The City shall have the right, however, to enter upon the premises of the development for inspection and for enforcement of all applicable laws, ordinances, rules, regulations, agreements and covenants relating to the development, the operation of the development, the construction of improvements and their maintenance within the development, and the furnishings of all necessary services for the development.

2. The Developer agrees to construct and provide at its expense the following improvements for said development:

(a) Common area improvements as required by American Fork City Planning Commission, including, without limitation, walking and jogging paths and equestrian trails as required by the Planning Commission.

MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT
Page 2

(b) All roadways, with necessary appurtenances, to equal or exceed American Fork City standards.

(c) All utilities including but not limited to sewer, water, power, natural gas and telephone in conformance with City Standards.

Developer agrees that all construction in the development shall conform to the plans of said development and the documentation submitted to and approved by the American Fork City Planning Commission and also to the requirements of all applicable laws, ordinances, rules and regulations promulgated by governmental authorities having jurisdiction.

3. Upon final approval of the development by the City, and prior to the conveyance, sale or disposition by the Developer of any lot or interest in land, the Developer shall either complete all required improvements or furnish a cash bond, in the amount equal to the cost of constructing the same as estimated by the City, to assure the proper construction and completion of such improvements. Improvements shall be commenced within 60 days after approval of the development and shall be completed within one year unless an extension is granted as provided by the ordinances of American Fork City.

4. Prior to the conveyance, sale or other disposition of any lot within the development, and before the right to possession of any lot is transferred to any person, the Developer shall convey to and/or transfer control of all common areas or facilities to the Association, without charge or the assumption of any obligation for the cost of construction of improvements thereon or thereto, free and clear of all liens and other encumbrances.

5. The Association has been duly incorporated as non-profit corporation under the laws of the State of Utah in accordance with the documentation heretofore submitted to and approved by American Fork City for such purpose, and said Association is fully organized.

6. The association shall furnish and provide at its expense maintenance and services for all common areas as defined in the Declaration referred to below. Until such time as the management committee provided for in the Declaration and bylaws has been established and is operating, the declarant agrees to stand in the place of the management committee and to take responsibility for maintenance of the buildings, maintenance of the common areas, collection of assessments, and all other duties and responsibilities of the management committee. The declarant shall assume these responsibilities until the management committee has been established and is functioning and the city has received

MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT
Page 3

notice that the committee has been established and is functioning. Such notice shall be in writing and shall set forth the names and addresses of each member of the management committee.

7. For the purpose of providing funds for the operation and maintenance of the development and the furnishing of necessary services to the occupants thereof, the Association shall require assessments which shall be in compliance and consistent with the assessment provision set forth in the Declaration which assessments are hereby incorporated by reference as if fully stated herein.

8. The Developer and the Association agree to establish and record in the office of the Utah County Recorder, concurrently herewith, a declaration of covenants, conditions and restrictions (herein called the "Declaration") which shall have first been submitted to and approved by American Fork City. Said Declaration shall run with the land and be binding upon all parties and persons residing on the land or claiming any ownership or interest in the premises under or through the Developer, and the same shall not be modified or changed thereafter without the approval of American Fork city.

9. At the request of American Fork City, the Association agrees to enforce all protective covenants, conditions, restrictions and management policies set forth in the Declaration recorded in the office of the Utah County Recorder. Upon failure of the Association to enforce said covenants, conditions and restrictions and management policies, the City may cause suit to be brought against the Association for the purpose of requiring it to enforce the same.

10. Wherever in this agreement American Fork City is referred to, it is understood that the reference is to the appropriate board, commission, department or person to whom authority shall have been delegated by law or ordinance of appropriate action of the City Council; and where no such delegation has been or can lawfully be made, the reference is to the City Council.

IN WITNESS WHEREOF, the parties to this agreement have caused the same to be executed by their proper officers thereunto duly authorized this 28th day of July, 1993.

PATTERSON CONSTRUCTION, INC.

By: 
Title: President

MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT
Page 4

MAPLE CREST CONDOMINIUMS
HOMEOWNERS ASSOCIATION

By: 
Title: _____

AMERICAN FORK CITY

By: 
Title: _____

EXHIBIT "A"

Commencing at the intersection of a fence line with the North boundary of Main Street, American Fork, Utah, said point being located S 89°27'24" E along the North boundary of Main Street 1222.86' from the SE corner, Block 15, Plat "A", American Fork City Survey of Building Lots; also being N 89°45'02" W along section line 326.70' & South 131.50' from the N 1/4 COR. of SEC. 24, T5S, R1E, SLB&M; thence North 278.41'; thence S 89°45'14" E 296.41' along a fence line; thence S 00°33'54" W 169.94'; along West boundary of 600 East Street; thence N 89°27'24" W 85.00'; thence S 00°33'54" W 110.00'; thence N 89°27'24" W 208.66' along North boundary of Main Street to the point of beginning.