

When recorded, return to:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW CREEK RIDGE SUBDIVISION
SPANISH FORK, UTAH
(Dated _____, 2016)

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
MEADOW CREEK RIDGE SUBDIVISION

This Declaration is made effective as of _____, 2016, by Meadow Creek Subdivision, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS:

A. Declarant is the owner of certain real property in Utah County, Utah, particularly described on Exhibit A attached hereto (the “**Property**”). Declarant desires to develop all or portions of the Property as a residential subdivision to be known as “Meadow Creek Ridge.”

B. Declarant will develop and convey all of the lots within the subdivision subject to the protective covenants, conditions and restrictions set forth in this Declaration, which covenants, conditions and restrictions shall be deemed to be covenants running with the land and mutually burdening and benefiting each of the Lots within the subdivision. The subdivision may be developed in multiple phases.

C. Declarant reserves the right to subject additional property (“**Additional Property**”) to the terms and conditions of this Declaration at a later time by recording an instrument against all or a portion of such Additional Property that subjects it to the terms and provisions of this Declaration.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in this Declaration, all of which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, protecting the appearance and quality of the Improvements, and protecting Owners' ability to use and enjoy their Lots without unreasonable interference from or nuisances created by other Owners, all for the mutual protection and benefit of the Owners as a whole. The covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots located within the Property.

1. DEFINITIONS

As used in this Declaration, the terms set forth below will have the following meanings:

1.1. “**Additional Property**” means any land, whether or not owned by Declarant, which is made subject to this Declaration as provided in Section 2.2.

1.2. “**Architectural Guidelines**” means the architectural, design and construction guidelines and review procedures adopted pursuant to Section 5.1(c), as they may be amended from time to time.

1.3. “**Committee**” means the Meadow Creek Architectural Review Committee appointed pursuant to Section 5.

1.4. “**City**” means Spanish Fork City, Utah.

1.5. “**Declarant**” means Meadow Creek Subdivision, LLC, a Utah limited liability company, and its successors and assigns if such successor or assignee should acquire all or a portion of Declarant’s interest in the Property and a recorded instrument executed by Declarant assigns to the transferee all of Declarant’s rights under this Declaration.

1.6. “**Declarant Control Period**” means the time period in which (i) Declarant is the Owner of at least one (1) of the Lots; and (ii) Declarant has not appointed replacement members of the Committee. Declarant, in its sole and absolute discretion, may terminate the Declarant Control Period at any time by giving notice to the Owners and appointing replacement members of the Committee as further described in Section 5.1(b). In no event may the Declarant Control Period exceed twenty (20) years from the date of recording this Declaration with the Utah County Recorder’s Office.

1.7. “**Declaration**” means all of the covenants, conditions, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof, including the provisions of any supplemental declaration annexing Additional Property.

1.8. “**Improvement**” means all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, sheds, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.9. “**Lot**” means any separately numbered and individually described parcel of land shown as a Lot on a Plat and intended for private use and ownership.

1.10. “**Mortgage**” means a recorded mortgage, deed of trust or other security agreement creating a lien on a Lot or a portion of the Property as security for the payment of indebtedness.

1.11. “**Mortgagee**” means a mortgagee, beneficiary or other secured party under a Mortgage.

1.12. “**Owner**” means the person or persons, including Declarant, owning record title to any Lot, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred prior to termination.

1.13. “**Person**” means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.14. “**Plat**” means and refers to the following duly approved and recorded plats:

(a) The plat filed herewith in the office of the Utah County Recorder, entitled Meadow Creek Ridge Subdivision; and

(b) Any plat(s) including any Additional Land, but only after the recordation of such plat(s) and only if and after the recordation (in accordance with Section 2.2 hereof) of supplement(s) to the Declaration adding the real property covered by such plat(s) to the Project and subjecting such real property to the Declaration.

1.15. “**Project**” means Meadow Creek Ridge Subdivision, as shown on the Plat and governed by this Declaration. The Project is separated into multiple phases, and is intended to include at least 118 Lots.

1.16. “**Property**” means the land described on Exhibit A and any other Additional Property that may be made subject to the terms of this Declaration by the recordation of a supplement to this Declaration as permitted hereunder.

1.17. “**Public Areas**” means public streets and other areas dedicated to the public or established for public use pursuant to the Plat, or in accordance with this Declaration or any supplement annexing Additional Property.

1.18. “**Residence**” means a building located upon a Lot and designated for separate residential occupancy.

1.19. “**State**” means the state of Utah.

2. PROPERTY SUBJECT TO THIS DECLARATION

2.1. Binding Effect. The Property will be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions of this Declaration, which provisions will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each Owner thereof.

2.2. Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to the Property as Additional Property any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Property. The annexation of such real property will be accomplished as follows:

(a) The owner or owners of such real property will record a supplement to this Declaration which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

(b) The property included in any such annexation will thereby become a part of the Property and this Declaration, and Declarant will have and will accept and exercise administration of this Declaration with respect to such property.

(c) Notwithstanding any provision apparently to the contrary, a supplement recorded with respect to any Additional Property may:

(i) establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of the Additional Property;

(ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of such Additional Property; and

(iii) incorporate provisions contained in this Declaration with or without modification to become applicable to the Additional Property without a requirement that such provisions be repeated in the supplement applicable to the Additional Property.

(d) There is no limitation on the number of Lots which Declarant may create or annex to the Property, except as may be established by the City.

(e) Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant's right to add additional Improvements.

2.3. Withdrawal of Property. Declarant may withdraw property from the Property only by a duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of a phase of the Property or any Additional Property at any time prior to the sale of the first Lot in the applicable phase of the Property or Additional Property, as applicable. Such withdrawal will be by a declaration executed by Declarant and recorded in the office of the Utah County Recorder.

3. LAND CLASSIFICATIONS

3.1. Land Classifications within Property. All land within the Property is included in one or another of the following classifications:

(a) The Lots;

(b) Public Areas, which will be the areas designated as streets, sidewalks, detention basins, or public open space, if any, on the Plat.

4. PROPERTY RIGHTS IN LOTS

4.1. Use and Occupancy. The Owner of a Lot will be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot will be bound by and the Owner will comply with the restrictions contained in and all other provisions of this Declaration and the provisions of any supplement to this Declaration.

4.2. Right of Entry. Declarant may at any reasonable time, and from time to time at reasonable intervals and upon reasonable notice to the Lot Owner under the circumstances, enter upon any Lot for the purpose of determining whether or not the use and/or Improvements of such Lot are in compliance with this Declaration and in connection with the installation or maintenance of Improvements on the Property. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

4.3. Construction Easement. Declarant hereby reserves unto itself, a temporary construction easement over each Lot to the extent reasonably necessary with respect to the installation of utilities for the benefit of the Project or Improvements on adjacent Lots, and as needed for the continued

construction of the Project; *provided however*, that Declarant shall not unreasonably interfere with an Owner's use of its Lot. Notwithstanding any other provision herein, such construction easement will terminate 120 days after Declarant first begins installation of any utilities or Improvements adjacent to the applicable Lot.

5. ARCHITECTURAL REVIEW

5.1. Committee.

(a) Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Meadow Creek Architectural Control Committee (the "**Committee**").

(b) Creation of Committee. The initial Committee will consist of the Declarant until after expiration of the Development Period. Upon the expiration of the Declarant Control Period, Declarant shall resign as the member of the Committee and appoint three (3) Owners as replacement members of the Committee. Thereafter (of if Declarant does not designate its successors), the Owners shall hold an annual or special meeting for the election of members of the Committee after notice of such meeting is sent by any reasonable means to all Owners in the Project. At such meeting the Owners shall elect three (3) individuals to be members of the Committee by majority vote of the number of Owners present physically or by proxy. At such meeting, each Lot shall be entitled to one vote to be exercised by the Owner thereof. The concurrence of the majority of the members of the Committee shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members of the Committee, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy (subject to the terms and restrictions set forth herein) until the next annual meeting of Owners. Except for Declarant, all members of the Committee must be Owners at the time of their appointment. Should any such member move his/her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. If the Committee ceases to exist or has less than three (3) members for a period of at least six (6) months, then all approvals or actions required by the 'Committee' hereunder may alternatively be taken by the written consent of fifty percent (50%) of the Owners of Lots that are immediately adjacent to the Lot that is subject of the approval sought. For purposes of this Section 5.1(b), Lots that are considered "immediately adjacent to a Lot" include any Lot that shares a common boundary with the subject Lot, plus the Lot located directly across the street from the subject Lot and up to two Lots located directly diagonal across the street from the subject Lot, as applicable. If the owners of the Lots immediately adjacent to a Lot do not consent to such approval, then alternatively, an owner may obtain the approval required hereunder by obtaining the written consent of at least thirty percent (30%) of the Owners of all the Lots on the Property.

(c) Architectural Guidelines. The Declarant may at any time prepare separate written Architectural Guidelines which establish standards, rules, regulations, restrictions and guidelines, in addition to those set forth in this Section 5, with respect to, but not limited to, design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, landscaping and other matters requiring approval by the Committee pursuant to this Declaration. The Architectural Guidelines will also specify the content of the Application that must be submitted to the Committee by an Owner seeking approval of proposed Improvements and will establish the procedures for submitting the Application. The Architectural Guidelines are incorporated herein and will be deemed to be a part of this Declaration and will be binding on all Owners and their agents, provided the Architectural Guidelines may contain general provisions applicable to the entire Property. In the event of a conflict between the Architectural Guidelines and this Declaration, this Declaration will prevail. The Architectural

Guidelines are not the exclusive basis for Committee decisions, and compliance with the Architectural Guidelines does not guarantee approval of any Application. The Committee will make the Architectural Guidelines available to Owners and builders who seek to construct Improvements. The Declarant may amend the Architectural Guidelines from time to time. After the end of the Declarant Control Period, the Architectural Guidelines may not be amended without the affirmative vote of at least thirty percent (30%) of all Owners of the Lots.

(d) Committee Approval for Improvements. No Improvements of any kind, including, without limitation, the construction of any Residence, garage, outbuilding, shed, parking area, driveway, tennis court, walkway, swimming pool, pool, solar panel array, or any other permanent structure may be constructed, erected or installed on the Property without the approval of the Committee. No excavation, grading, filling, or draining will be made without the approval of the Committee. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect. This Section will not apply to Declarant's activities on the Property. Unless otherwise specified in this Declaration or the Architectural Guide "approval" of the Committee will mean advance written approval.

(e) Enforcement. In the event of violation of any of the provisions of this Declaration, the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

(f) Powers of the Committee. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and to carry out the provisions set forth herein.

5.2. General Requirements. All Residences and other Improvements on the Lots shall comply with the design, zoning, and building standards set forth in the Spanish Fork Municipal Code (the "**City Design Standards**"), the Architectural Guidelines, and any development requirement enacted by the City from time to time that applies to the Project.

5.3. Submission to Committee. The Owner (other than Declarant) seeking to construct Improvements ("**Applicant**") will submit an application ("**Application**") to the Committee for review, as specified in the Architectural Guidelines. The required Application materials may include:

- (a) two full-size sets and one half-size set of architectural plans;
- (b) two full-size and one half-size copy of the site plan with placement on the Lot;
- (c) color samples of exterior façade, including brick and stone; and
- (d) one full-size and one half size landscape drawing.

Plans should show site layout, exterior elevations and building heights on each elevation, exterior materials and colors, and drainage. Landscaping plans must be approved by the Committee prior to installation of landscape. The Architectural Guidelines and the Committee may require the submission of such additional information as may be reasonably necessary to consider any Application, and may also waive certain

submission requirements for proposed Improvements of a minor nature (e.g., sprinklers, pipes, fences, landscaping, decks, stairs, poles, lighting, satellite dishes or other antennas).

5.4. Standard. The Committee will have the right to approve any Application if the Committee reasonably determines that proposed Improvements are consistent with, among other things, (a) the architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any structure with respect to height, form, proportion, volume, sitting and exterior materials; (b) the adequacy of Lot dimensions for proposed Improvements; (c) the conformity and harmony of exterior design with neighboring Lots and Improvements; (d) the relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements per the approved grading plan; (e) the screening of mechanical and other installations; (f) the functional appropriateness with respect to drainage, utility service systems and lighting; and (g) the extent and quality of landscaped areas, and (h) the Spanish Fork Municipal Code and the Architectural Guidelines.

5.5. Approval Procedure. The Committee will make a determination on each Application within 30 days after receipt of a completed Application and all required information. Each submittal will be considered on a case by case basis based on the then existing facts and circumstances. The Committee 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 Committee will notify the Applicant in writing of its decision within five (5) business days thereafter. In the case of disapproval, the Committee will specify the reasons for disapproval and/or offer suggestions for curing any objections.

5.6. Fees; Assistance. The Committee may collect a reasonable fee – in an amount established by the Committee – to reimburse the Committee for actual out of pocket expenses incurred in connection with reviewing an Application (“**Review Fee**”) and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals whom the Committee may employ as it deems necessary to perform the review of the Application.

5.7. Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

5.8. Liability. An Owner may not rely on any approval provided by the Declarant of the Committee as ratification, certification, or substantive approval of the Improvements to be constructed by the Owner, and Owner assumes all risks with respect to completion of such Improvements. Neither the Committee nor any member thereof will be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee.

5.9. Nonwaiver. Consent by the Committee to any matter proposed to it or within its jurisdiction will not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.10. Effective Period of Consent. The Committee’s consent to any proposed Improvements will automatically be revoked one year after issuance unless construction of the proposed Improvements has been commenced or the Owner has applied for and received an extension of time from the Committee.

5.11. Further Approvals. Nothing herein shall limit the authority of the City to approve all building plans and specifications pursuant to applicable law.

6. RESTRICTIONS

6.1. Prohibition against further subdivision. No Lot may be further subdivided or otherwise separated into smaller parcels without the approval of the Committee and the City.

6.2. Permitted Use.

(a) Residential Use. Subject to the provisions of Section 6.2(b), the Property will be used for residential purposes only.

(b) Commercial Use Restricted. Except with the consent of the City and the Committee, no trade, craft, business, profession, commercial or similar activity of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on the Property. Nothing in this Section will be deemed to prohibit (i) activities relating to the rental or sale of Residences; (ii) the right of Declarant or any contractor or homebuilder to construct a Residence on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Residence as a sales or rental office or model home or apartment for purposes of sales or rental; and (iii) the right of the Owner of a Lot to keep his/her business or professional records or accounts, handle his/her personal business or professional telephone calls, or confer with business or professional associates, clients or customers in his/her Residence, *provided, however*, there is no external evidence thereof and such use complies with City home occupation/business ordinances. The Committee will not approve commercial activities otherwise prohibited by this Section unless the Committee determines that only normal residential activities would be observable outside of the Residence and that the activities would not be in violation of applicable City ordinances. Notwithstanding the foregoing, the following commercial uses are permitted: hair salon, CPA firm, attorney, or photographer, so long as such business is operated exclusively by an Owner with no outside employees or contractors working on the Lot.

(c) Transient Lodging Use Prohibited. Lots will be used for residential housing purposes only and will not be rented in whole or in part for transient lodging purposes, boarding house, “bed and breakfast,” or other uses for providing accommodations to travelers. No lease of any Lot will be for a period of less than 30 days. No Lot will be subjected to time interval ownership.

(d) Use of Temporary Structures as a Residence Prohibited. No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind will be used at any time for a residence, either temporary or permanent.

(e) Unlawful Use Prohibited. No unlawful use will be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property will be observed.

6.3. Permitted Structures. No structures will be erected or permitted to remain on any Lot except a Residence and structures normally accessory thereto which comply with the Architectural Guidelines and are approved by the Committee. Garages, sheds, storage units, private greenhouses, private swimming pools and other outbuildings may be erected and maintained on a Lot, provided they are compatible with the Residence, comply with the Architectural Guidelines, and are approved by the Committee. No mobile home, trailer house, or other previously erected, used or temporary structure may

be installed or maintained on any Lot. No derrick, oil well, tunnel, mineral excavation, shafts or other such structure designed for use in drilling for oil, natural gas, water or minerals will be erected or maintained on any Lot.

6.4. Minimum Square Footages. The square footage of each Residence shall comply with the minimum lot dimensions set forth in the Spanish Fork Municipal Code, as amended (see Table 1 of the Municipal Code for a summary of the minimum lot dimensions).

6.5. Setbacks. Setbacks will be in conformance with the Spanish Fork Municipal Code, as amended (see Table 1 of the Municipal Code for a summary of the setback requirements).

6.6. Height. The height of Residences shall comply with the Spanish Fork Municipal Code, as amended (see Table 1 of the Municipal Code for a summary of the height restrictions).

6.7. Completion Required Before Occupancy. No Residence may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

6.8. Residence to be Constructed First. No garage, storage unit or other outbuilding may be constructed prior to the construction of the Residence on the Lot.

6.9. Architectural Style and Compatibility of Improvements. There shall be a comprehensive architectural theme set forth in the Architectural Guidelines that places emphasis on building design and form.

6.10. Landscaping; Irrigation. All front yards, side yards and rear yards will be landscaped and irrigated. Landscaping will include a combination of turf, native grasses, trees, shrubs and other landscaping materials. For small areas visible from other Lots or the street, an Owner may place rock, bark, or other non-growing materials as a substitute for grass or ground cover; provided that in no event may such materials be used for a driveway or parking area.

6.11. Landscaping Required. Within sixty (60) days following the closing of an Owner's purchase of a Residence, each Owner shall install Minimal Landscaping. "**Minimal Landscaping**" shall include the complete installation of front yard landscaping, including grass from the front of the Resident to the street, and underground automated sprinklers. If an Owner's closing occurs after October 15 and before April 15, the Owner shall have until July 15 to complete the Minimal Landscaping. On corner Lots, Minimum Landscaping shall also include the installation of grass and underground automated sprinklers in the area consisting of the side of the house adjacent to the street, from the front yard landscaping to the rear property boundary. After such sixty (60) day period, all parts of the Lot visible from the street (including side yards) must remain landscaped and irrigated (e.g., no bare soil, weed patch, dead grass, etc.). Within eighteen (18) months following the closing of an Owner's purchase of a Residence, the Owner shall complete the remaining landscaping in the back yard and side yards, including grass and installation of underground automated sprinklers.

6.12. Driveways and Parking Areas. Driveways, parking areas, and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, brick, or pavers. Motor vehicles, trailers, RVs, boats, etc., may not be parked on any other type of surface other than those listed in the preceding sentence. Any parking areas must be approved by the Committee and may be installed on a side-yard, provided that such work must be complete within thirty (30) days after removing any grass, vegetation, or other surface. Notwithstanding anything herein to the contrary, gravel and asphalt areas are not permitted on a Lot.

6.13. Grading and Drainage. Each Lot Owner will minimize surface water runoff flowing from its own Lot. Each Owner will be responsible for grading his/her Lot to required specifications and will not hold Declarant responsible for any damage caused by drainage on or off his/her Lot. All grading associated with construction of a Residence will be completed prior to occupancy. All drainage swales located within the public utility and drainage easements and the perimeter of all Lots, as depicted on the Plat, are to remain unaltered. It is the responsibility of each Owner to maintain the drainage swales on such Owner's Lot. Declarant hereby reserves unto itself, for the benefit of all Lot Owners, a perpetual drainage easement over each Lot, with such drainage easement area to be located in the same location as all public utility easements identified on the Plat (or the same location as other public utility easement areas described herein). The purpose of such drainage easement is to allow a comprehensive drainage system to be developed for the Project, which system may include, drains, pipes, pumps, etc.

6.14. Fences, Walls, Hedges and Screens. No fences, walls hedges or non-living screens will be constructed on any Lot without approval from the Committee. The color of any fence is subject to approval by the Committee. No fences, hedges, shrubs or other living landscaping or screens of any kind will be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Fences may not exceed 6 feet in height. Side yard fences will not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding 4 feet in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property. Permitted fence materials include vinyl and masonry, subject to the requirements set forth in the Architectural Guidelines. Wood and chain-link fencing are prohibited.

6.15. Maintenance Responsibility. All Lots and the Improvements thereon will be maintained in a clean, sanitary, attractive and marketable condition and in good repair at all times and in such fashion as not to create a hazard or nuisance. Such maintenance will include, without limitation, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, glass surfaces, walks, landscaping and other exterior Improvements. Each Owner will keep all shrubs, trees, grass and plantings of every kind on its Lot neatly trimmed and properly cultivated and will keep its Lot free of trash, weeds and other unsightly material. Each Owner will be responsible for maintaining utility lines within its Lot. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes will be restored within a reasonable period of time. Any monuments or fences that abut Public Areas shall be the responsibility of the Owner of the Lot on which each portion of such monument or fence is located.

6.16. Nuisances. No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Until the Declarant Control Period terminates, the Declarant, in its sole discretion, shall have the right to determine the existence of any nuisance.

(a) Noxious or Offensive Activity. No noxious or offensive activity will be carried out on any Lot or in any part of the Property, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Property.

(b) Unsightliness. No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any Residence or addition); open storage or parking of farm or construction equipment, 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 screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any street. No major mechanic work or repairs are to be conducted in the front yards or driveways of houses. All of the foregoing restrictions shall also apply to all Owners other than Declarant to the Public Areas located within the Project.

(c) Lights. Any outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed. All outdoor lighting must be approved by the Committee and will comply with the night sky lighting requirements of the City.

(d) Sounds. No continuously barking dogs, loud speakers or noise-making devices may be used, maintained or permitted to continue on any Lot in a way that annoys or disturbs other Owners or residents or creates noise that might reasonably be expected to annoy or disturb other Owners or residents, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) Kennels. No kennel or dog run may be placed closer than 20 feet to any Residence other than the Residence of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

(f) Pests. No Owner will permit any thing or condition to exist upon any portion of the Property which will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

(g) Solar Panels. Solar panels may not be installed, mounted or maintained in an area that is visible from any Public Area within the Project. No solar panels may be mounted to any portion of the roof or wall of any structure within the Project. Solar panels may be mounted in the backyard so long as the height of such solar panel array does not exceed 8 feet in height and is screened so as not to be visible from any Public Area.

6.17. Hazardous Activity Forbidden. 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 could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms, and setting open fires (other than properly supervised and contained barbecues).

6.18. Animals. Except as permitted by this Section, no wild or dangerous animals, cows, pigs, sheep, fowl, livestock, or animals will be allowed within the Property. Any animal that bites any person shall be deemed to be dangerous and must be removed from the Property. Ordinary household pets (but not more than two cats and two dogs) that do not constitute a nuisance may be kept on a Lot. Without exception, all dogs will be restrained on a leash when off the Owner's Lot. Animal owners are responsible to immediately pick up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal be kept at or around the Residence be allowed to create a nuisance for neighboring Lot Owners due to noise, frequent episodes of continuous barking, odors, or similar nuisances.

6.19. Motor Vehicles. The use of motorcycles and other motorized recreational vehicles that are street legal shall be limited to ingress and egress from the Project. Operation of a motor vehicle that is not street legal is prohibited. Inoperable motor vehicles, boats, campers, camper shells, and trailers are permitted to be stored on a Lot if they are screened and not a nuisance to surrounding Owners. No motor

vehicles that leak oil or other fluids may be parked on the streets or the primary driveway of a Lot. An Owner will be responsible for removing the stains caused by any such fluids.

6.20. Signs. No signs will be permitted on any Lot or within the Property, except as otherwise provided in this Section. Traffic-control signs may be placed on the Property by the City. For-sale or rent signs may be placed on Lots, provided no such sign may exceed 6 square feet. Political signs supporting a candidate for office may be placed on Lots during an election season, provided no such sign may exceed 6 square feet. Temporary welcome home signs (e.g., for persons returning from active military service or similar) are permitted. Declarant may erect signs of any size within the Property for purposes of marketing the Property or any portion thereof, including announcing the availability of Lots or providing sales information. Any signs other than those permitted above shall require the prior written consent of the Committee. Any nonconforming sign may be immediately removed by Declarant, the Committee, or any other Owner; *provided, however*, that an Owner may not under any circumstances remove a sign installed by the Declarant.

6.21. Underground Utilities. All gas, electrical, telephone, television, and any other utility lines must be underground, including lines within any Lot which service installations entirely within that Lot.

6.22. Service Facilities. Clothes lines, service yards and storage yards are prohibited. Exterior mechanical equipment must be screened so as not to be visible from adjoining Lots.

6.23. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks or other types of waste disposal systems are permitted on any Lot. All Residences must be connected to the sanitary sewer system.

6.24. Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Residences will be heated with natural gas, solar or electric heat. Propane or other such containerized fuels may be used only during construction of a Residence until the permanent heating system is installed and operational. Notwithstanding the foregoing, the following will be permitted: (i) propane tanks for outdoor barbecues, (ii) small gas cans for lawn mowers, snow blowers, and other small engine tools used for landscaping.

6.25. Antennas. Antennas must be enclosed within a structure and not roof-mounted except that no more than two satellite dishes, each measuring less than 24 inches in diameter, will be permitted. No ham radio receiver or transmitter antenna or other similar device will be attached to or installed on the exterior portion of any Residence, outbuilding, or Improvement placed on any Lot without the approval of the Committee.

6.26. Rubbish and Trash. Dumping of trash or rubbish onto Public Areas or Lots is prohibited. Yard rakings, dirt and other material resulting from landscaping work may not be dumped onto Public Areas or other Lots.

6.27. Completion of Construction. The construction of any structure on any Lot including painting and all exterior finish, will be completed within 12 months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Committee. The construction area will be kept reasonably clean, free of litter and in workmanlike order during the construction period. If construction has not commenced upon any Lot within 12 months after acquisition by the Owner, the Owner will install the sidewalk, landscape, irrigate and maintain the Lot fully. The Committee may waive this requirement if it determines that construction will

commence within a reasonable time. In any case, all unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon will be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

6.28. Garage Sales. Only periodic garage sales will be permitted on a Lot, not to exceed two (2) garage sales per calendar year.

6.29. Variances. A variance from the standards and restrictions set forth in this Section 6 may be allowed only with the approval of the Committee, for good cause shown.

6.30. Application to Additional Property. A declaration annexing Additional Property may establish restrictions governing the use and conduct of the Additional Property that are more or less restrictive than the restrictions governing the Property.

6.31. Compliance with the Law. All activities on the Lots and use of the Lot will comply with applicable laws.

6.32. Exclusion for Declarant. The limitations set forth in this Section 6 may not be enforced against the Declarant during the Declarant Control Period.

7. ENFORCEMENT

Declarant or the Owner of a Lot or any portion of a Lot shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal).

8. AMENDMENT; REPEAL; AND TERM

During the Declarant Control Period, this Declaration may be amended or repealed by signature of the Declarant. After the Declarant Control Period, this Declaration may be amended or repealed by signature of the Declarant (if Declarant owns a Lot) and at least 50% of the Lot Owners. Any approved amendment must be recorded in the Utah County Recorder's Office. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty-five (25) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting 50% of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension period.

9. MISCELLANEOUS PROVISIONS

9.1. Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration will be a joint and several responsibility and the act or consent of any one or more of such persons will constitute the act or consent of the entire ownership interest.

9.2. Affiliates. Affiliates entering the Property under rights derived from an Owner will comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of its Lot and other areas within the Property. The Owner will be responsible for obtaining such compliance and will be liable for any failure of compliance by its affiliates in the same manner and to the same extent as if the failure had been committed by the Owner himself.

9.3. Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot or any other portion of the Property) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court. Furthermore, for so long as the Declarant is the Owner of any Lot, the Declarant shall be entitled to impose a fine of \$100.00 against an Owner for each 10-day period in which the Owner fails or refuses to remedy a violation of the covenants in this Declaration after receiving written notice from the Declarant of the violation. Thus, by way of example only, if an offending Owner fails to remedy a violation for a period of 30 days following receipt of written notice of the violation, the Owner shall be responsible for payment of a fine in the amount of \$300.00. Unpaid fines shall accrue interest at the rate of 18% per annum until paid in full. In any action to collect the fine or enforce this provision, the Declarant shall be entitled to recover all reasonable costs and attorney fees incurred in such action. Furthermore, the fine shall be secured by a lien against the offending Owner's Lot, which lien may be enforced and foreclosed in the same manner as a mechanic's lien under the applicable statutes in the State of Utah, with the Declarant or the Committee authorized to file such lien. Declarant may use collected fines to defray expenses incurred in enforcing this Declaration or other expenses related to the Project. An Owner may not seek any remedies available hereunder against an offending Owner unless such Owner provides at least 30 days written notice to the offending Owner, and the conditions outlined in such written notice are not corrected within such 30-day period.

(b) 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 shall be construed to be in addition to any other remedies available at law or in equity.

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

9.4. Nonwaiver. Failure by any Owner of Declarant to enforce any covenant or restriction contained in this Declaration will in no event be deemed a waiver of the right to do so thereafter.

9.5. Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect (unless otherwise terminated hereunder) for the period of 21 years following the death of the last survivor of the issue of Mitt Romney, and the now living children of such issue, or whatever greater time period that may be allowed by applicable law.

9.6. Construction; Severability; Number; Captions. This Declaration will be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Declaration, the singular will include the plural and the

plural the singular, and the masculine and neuter will each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration.

9.7. Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail will be deemed made 48 hours after having been deposited in the United States mail as certified mail, with postage prepaid, addressed as follows: If to Declarant, Meadow Creek Subdivision, LLC, 16650 South State Street, Suite 300, Draper, Utah 84020; if to an Owner, at the address given at the time of the Owner's purchase of a Lot, or at the Lot. The address of a party may be changed at any time by notice in writing delivered as provided herein.

9.8. Mortgagee Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

[signatures and acknowledgments on following page]

Declarant has executed this Declaration as of the date first set forth above.

DECLARANT:

Meadow Creek Subdivision, LLC,
a Utah limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, a manager of Meadow Creek Subdivision, LLC, on behalf of such company.

Notary Public

CONSENT OF LIENHOLDER

Bank of Utah (“**Lender**”), as the holder of a lien encumbering certain real property pursuant to that certain Construction Deed of Trust dated January 26, 2016, executed by Meadow Creek Subdivision, LLC, a Utah limited liability company, as trustor, to Bank of Utah, as trustee, for the benefit of the Lender, as beneficiary, which was recorded on February 1, 2016, as Entry No. 8560:2016, in the official records of Utah County, Utah (the “**Deed of Trust**”), consents to the recording of this Declaration and subordinates its lien arising out of the Deed of Trust to the Declaration, as amended.

BANK OF UTAH

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, _____ of Bank of American Fork.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property located in Utah County, Utah, legally described as follows:

Lots 101 - 118, Meadow Creek Ridge Phase 1 Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.