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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
D R HORTON  
12351 S GATEWAY PARK PLACE  
STE D-100  
DRAPER UT 84020  
BY: SBM, DEPUTY - WI 56 P.

WHEN RECORDED RETURN TO:

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SPRINGBROOK P.U.D. TOWNHOMES,  
  
a Utah Planned Unit Development**

This Declaration of Covenants, Conditions, and Restrictions for Springbrook P.U.D. Townhomes, a Utah Planned Unit Development (the "Declaration") is made and executed by D. R. Horton, Inc., of 12351 South Gateway Park Place, Draper, Utah 84020 (the "Declarant").

**RECITALS**

- A. The Property is an area featuring unique and distinctive terrain;
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration affects that certain real property located in the City of Taylorsville in Salt Lake County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").
- D. Declarant is the owner of the Tract, except as noted in the Exhibits and the affirmative consents of those Owners are attached.
- E. Declarant has constructed or is in the process of constructing upon the Tract a planned unit development which shall include certain Lots, Common Elements and other improvements. The construction will be completed in accordance with the plans contained in the Plat Map to be recorded concurrently herewith and the Development Agreement with the City.
- F. Declarant intends to sell to various purchasers the fee title to the individual residential Lots contained in the Tract, together with an appurtenant undivided ownership interest in the Common Elements and a corresponding membership interest in the Association.

G. Declarant desires, by filing this Declaration of Covenants, Conditions, and Restrictions and Plat Map, to submit the property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein.

H. The Project is to be known as "Springbrook P.U.D. Townhomes."

### COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

#### I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.

2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Springbrook P.U.D. Townhomes Association on file or to be filed with the Utah Department of Commerce.

3. Architectural Review Committee shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Subdivision (the "ARC").

4. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Lot Owner or Permittee.

5. Association shall mean and refer to the association of Owners at Springbrook P.U.D. Townhomes taken or acting as a group in accordance with this Declaration.

6. Builder shall mean an owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.

7. Building shall mean and refer to any of the structures constructed in the Project.

8. By Laws shall mean and refer to the By Laws of the Association, a copy of which is attached hereto, marked Exhibit "G", and incorporated herein by this reference.

9. Capital Improvement shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

10. City shall mean and refer to the City of Taylorsville in Salt Lake County, Utah.

11. Committee shall mean and refer to the Management Committee of the Association as duly constituted.

12. Common Elements or Common Area and Facilities shall mean and refer to all real property in the Project owned by the Association, including but not limited to all other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

13. Common Expense shall mean and refer to:

- a. All sums lawfully assessed against the Owners;
- b. Expenses of administration of the Association and the maintenance, repair or replacement of the Common Elements and Facilities;
- c. Expenses allocated by the Association among the Owners;
- d. Expenses agreed upon as common expenses by the Association; and
- e. Expenses declared common expenses by the Declaration;

14. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Springbrook P.U.D. Townhomes.

15. Dwelling or Dwelling Unit shall mean and refer to the townhome living unit constructed upon a Lot.

16. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

17. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

18. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".
19. Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.
20. Land shall mean and refer to all of the real property subject to this Declaration.
21. Lot shall mean and refer to a separate physical part of the Property intended for independent use as shown on the Plat Map. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.
22. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.
23. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
24. Management Committee shall mean and refer to the committee of Owners elected to direct the affairs of the Association.
25. Manager shall mean and refer to the professional person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.
26. Map shall mean and refer to the Plat Map on file in the office of the County Recorder of Salt Lake County, Utah.
27. Member shall mean and refer to the Owner of a Lot.
28. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Lot.
29. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any.
30. Owner shall mean and refer to the person who is the owner of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

31. Period of Declarant's Control shall mean and refer to the period of time during which there is Class B voting.
32. Permittee shall mean a tenant, resident occupant, visitor, guest, invitee or family member.
33. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
34. Plat Map shall mean and refer to the official map of the planned unit development as approved by the City and on file in the office of the County Recorder of Salt Lake County, Utah.
35. Project shall mean and refer to Springbrook P.U.D. Townhomes as shown on the Plat Map.
36. Project Documents shall mean and refer to the Declaration, By Laws, Rules and Regulations, and Articles of Incorporation.
37. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.
38. Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.
39. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.
40. Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants or lessees.
41. Who Is Responsible For What shall mean and refer to the list of common and personal maintenance responsibilities set forth on Exhibit "D," attached hereto and incorporated herein by this reference. In the event of any conflict, inconsistency or incongruity between the provisions of Exhibit D and the narrative of this Declaration, the former shall in all respects govern and control.