

WHEN RECORDED, MAIL TO:

SPRING LEGACY HOMEOWNERS ASSOCIATION  
c/o CCI Law  
577 S 150 E  
Smithfield, Utah 84335



**FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING HOLLOW LEGENDS SUBDIVISION  
(SPRING LEGACY HOMEOWNERS ASSOCIATION)**

LOTS 14-29 & 36-53 OF SPRING HOLLOW SUBDIVISION as shown in the three plats entitled:  
(1) SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on April 26, 2017, as Entry No. 370025, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; (2) SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and (3) SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 24, 2022, as Entry No. 451735, and was re-recorded as Entry No. 452470 in the recorder's office of Box Elder Country, Utah.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
14	06-188-0014	29	06-188-0035	50	06-188-0059
15	06-188-0015	36	06-188-0041	51	06-188-0042
16	06-188-0016	37	06-188-0046	52	06-188-0043
17	06-188-0017	38	06-188-0047	53	06-188-0044
18	06-188-0018	39	06-188-0048		
19	06-188-0019	40	06-188-0049		
20	06-188-0020	41	06-188-0050		
21	06-188-0021	42	06-188-0051		
22	06-188-0022	43	06-188-0052		
23	06-188-0023	44	06-188-0053		
24	06-188-0024	45	06-188-0054		
25	06-188-0025	46	06-188-0055		
26	06-188-0026	47	06-188-0056		
27	06-188-0027	48	06-188-0057		
28	06-188-0034	49	06-188-0058		

FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SPRING HOLLOW LEGENDS SUBDIVISION  
(SPRING LEGACY HOMEOWNERS ASSOCIATION)

EXCEPT IN VERY LIMITED CIRCUMSTANCES

**OCCUPANCY IS RESTRICTED  
TO  
PERSONS 55 YEARS OF AGE AND OLDER**

(Carefully review the Declaration and Plats for these IMPORTANT restrictions as this subdivision and its homeowners association are an Active Adult Community.)

## RECITALS

1. WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision (the "Declaration") was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370026 beginning on Page No. 867 of Book No. 1306, a copy of which is attached as **EXHIBIT "D"**; and
2. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 1 (the "Phase 1 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370025, was re-recorded on May 8, 2017, as Entry No. 370451, and identifies Lots 14-28 as lots, and parcels "A" and "B" as common areas, that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>1</sup> and
3. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 2 & Amendment of Lot 28 of Spring Hollow Subdivision Phase 1 (the "Phase 2 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on June 17, 2021, as Entry No. 434808 and identifies Lots 28, 29, 36, and 51-53 as lots that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>2</sup> and
4. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 3 (the "Phase 3 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on May 5, 2022, as Entry No. 452570, was re-recorded on May 24, 2022, as Entry No. 452470, and identifies Lots 37-50 as lots, and parcels "C" and "D" as common areas, that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>3</sup> and
5. WHEREAS, the Declaration refers to, and the foregoing plats dedicate the designated common areas to, the subdivision's homeowners association (the "HOA");<sup>4</sup> and
6. WHEREAS, the HOA was organized as **SPRING LEGACY HOMEOWNERS ASSOCIATION**, a Utah nonprofit corporation; and

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<sup>1</sup> See the Phase 1 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that this plat creates the first phase of the Spring Hollow Subdivision that includes two distinct subdivisions: (1) the Spring Hollow View subdivision comprising Lots 1-13; and (2) the Spring Hollow Legends subdivision, an Active Adult Community, comprising Lots 14-28 and Parcels "A" and "B". This amendment only affects the Spring Hollow Legends subdivision and its HOA, the Spring Legacy Homeowners Association.

<sup>2</sup> See the Phase 2 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that the sentence "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 35, 51-53)" includes a scrivener's error. The correct sentence, consistent with the first paragraph of the Declaration, is "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 36 ~~35~~, 51-53)" where the underlined text is correct and strikethrough text is incorrect. That is, Lot 35 is part of the Spring Hollow View subdivision and Lot 36 is part of the Spring Hollow Legends subdivision.

<sup>3</sup> See the Phase 3 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph.

<sup>4</sup> See the NOTE on the EXHIBIT "D" page regarding the Declaration's use of the term "Master Association."

7. WHEREAS, the first paragraph of the Declaration explicitly identifies only Lots 14-28 and 36-53—and not Lot 29—as being part of the Spring Hollow Legends Subdivision; and
8. WHEREAS, the Phase 2 Plat that first created and situated Lot 29 within the Spring Hollow Legends subdivision was recorded some four years after the Declaration and Phase 1 Plat were recorded; and
9. WHEREAS, the Declaration has never been amended to explicitly include Lot 29 in the Spring Hollow Legends Subdivision and the HOA; and
10. WHEREAS, Lot 29 is situated such that the average person would naturally assume it to be within the Spring Hollow Legends Subdivision and subject to the HOA; and
11. WHEREAS, as part of an agreement with the HOA, the owner of Lot 29 recorded a deed restriction in the Box Elder County, Utah, recorder's office on July 26, 2023, as Entry No. 465562 beginning on Page No. 988 of Book No. 1560 that subjects Lot 29 to the Declaration and the HOA, a copy of which is attached as **EXHIBIT "B"**; and
12. WHEREAS, the Association wishes to amend the Declaration to explicitly include Lot 29 in the Spring Hollow Legends Subdivision and subject it to the HOA; and
13. WHEREAS, the Declaration requires owners of at least 75% of the lots to approve an amendment to the Declaration which percentage is overridden by applicable state law which limits the approval requirement to no more than 67%;<sup>5</sup> and
14. WHEREAS, owners representing at least 67% of the lots (23 of the 33 lots not including Lot 29) have voted by written ballot to approve this amendment, copies of which are attached as **EXHIBIT "C"**<sup>6</sup>;
15. NOW THEREFORE, the Association hereby adopts the following First Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision and authorizes its recording against the real property described in **EXHIBIT "A"**, which amendment is effective as of the date it is duly recorded in the Box Elder County recorder's office.

#### AMENDMENT

The first paragraph of the Declaration is hereby deleted and replaced with the following paragraph:

Lots 14-29 & 36-53 of the SPRING HOLLOW SUBDIVISION shall be known as the SPRING HOLLOW LEGENDS SUBDIVISION, in the County of Box Elder, Utah, in accordance with the official plats thereof recorded in the recorder's office of Box Elder

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<sup>5</sup> UCA 57-8-39 or 57-8a-104(1).

<sup>6</sup> The first ballot attached includes all five pages that were distributed with each ballot to lot owners, but subsequent ballots include only the first page in order to minimize the page count.

County, Utah. Lots 14-29 & 36-53, along with all Common Areas so designated on the various plats and described in the Declaration,<sup>7</sup> are subject to this Declaration of the SPRING LEGACY HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

Further, all other lists or indications in the Declaration of lots within the SPRING HOLLOW LEGENDS SUBDIVISION shall hereby be considered amended to include Lot 29 as the context allows.

IN WITNESS WHEREOF, the undersigned Director certifies that, pursuant to applicable state law, owners representing at least 67% of the lots have approved this amendment.

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

*Lisa Park*

Lisa Park, Director and President

State of Utah )  
                                ) ss.  
County of Box Elder )

On the 16 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that she is a Director and the President of the Spring Legacy Homeowners Association, did voluntarily sign this instrument in that capacity, and acknowledged that the association thereby executed this instrument.

(Seal)



*J Arbon*  
NOTARY PUBLIC SIGNATURE

**SPRING ACRES DEVELOPMENT GROUP, LLC**

Declarant and Current Owner of Lot 29

*Blake A. Christensen*

Blake A. Christensen, Manager or Member

State of Utah )  
                                ) ss.  
County of Box Elder )

On the 23 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is an authorized Manager or Member of Spring Acres Development Group, LLC, the Declarant and Current Owner of Lot 29, did voluntarily sign this instrument in those capacities, and acknowledged that the Declarant and Current Owner of Lot 29 thereby authorizes and approves this amendment and its recordation to the extent necessary.

(Seal)



*J Arbon*  
NOTARY PUBLIC SIGNATURE

<sup>7</sup> See Decl., Recitals A and Arts. 1 & 6.

**EXHIBIT "A"**  
Legal Description

**PHASE 1:** LOTS 14-28 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 on April 26, 2017, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; and

**PHASE 2:** LOTS 29, 36, and 51-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and

**PHASE 3:** LOTS 37-50 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 5, 2022, as Entry No. 451735, and was re-recorded on May 24, 2022, as Entry No. 452470, in the recorder's office of Box Elder Country, Utah.

True and complete copies of the three above-referenced plats are attached following this page.



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**EXHIBIT "B"**

Deed Restriction—Lot 29 of the Spring Hollow Subdivision

A true and complete copy of the recorded deed restriction for Lot 29 of the Spring Hollow Subdivision is attached following this page.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

WHEN RECORDED MAIL TO:

CCI Law  
Attn: L. Alan Collins  
557 South 150 East  
Smithfield, Utah, 84335

**DEED RESTRICTION**  
**LOT 29 – SPRING HOLLOW SUBDIVISION**

WHEREAS, SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability company, is the present owner (the "Property Owner") of the following real property (the "Property"):

Lot 29 of the SPRING HOLLOW SUBDIVISION (the "Subdivision") as described in part in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 which was recorded on June 21, 2021, in the recorder's office of Box Elder County, Utah, as Entry No. 434808, said Lot 29 also referred to as Parcel No. 06-188-0035 which is located at 2801 West 1225 North (2801 West Hollow Drive), Tremonton, Utah 84337; and

WHEREAS, Lot 29 was platted after a certain Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision (the "Declaration") was recorded on April 26, 2017, in the recorder's office of Box Elder County, Utah, as Entry No. 370026, which Declaration applies to the SPRING LEGACY HOMEOWNERS ASSOCIATION (the "HOA"), a Utah nonprofit corporation, an HOA restricted to persons 55 years of age or older; and

WHEREAS, Lot 29 is intended to be subject to the Declaration and the HOA;

NOW THEREFORE, the Property Owner does hereby impose the following deed restriction upon the Property, which restriction shall run with the land and be binding upon the Property Owner and all successors in title:

1. Subject to Restrictive Covenants. The Property, and the present and future owners thereof, shall be subject to the HOA and the Declaration as it is currently recorded and as it may be duly amended or restated from time to time.

WITNESS, the hand of said Property Owner this 26 day of July, 2023,

**Property Owner:**

SPRING ACRES DEVELOPMENT GROUP, LLC

By: Blake A. Christensen  
Blake A. Christensen, Member or Manager

State of Utah, County of Box Elder (ss)

On the above-listed date, the above-named individual personally appeared before me who, being by me duly sworn, did say that he is a member or manager of SPRING ACRES DEVELOPMENT GROUP, LLC, is duly authorized to execute this instrument as such, and did state that SPRING ACRES DEVELOPMENT GROUP, LLC thereby executed the same.

Jennifer W. Arbon  
NOTARY



**EXHIBIT "C"**

**Membership Approval of this Amendment**

A true copy of at least the first page of each ballot approving this amendment is attached following this page. Approving ballots representing at least 67% or 23 of the 33 lots (not including Lot 29) are attached.

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—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

LOT 14

Signed: Aaron Jubitz

Print: Aaron Jubitz      Date: 08/04/2023

Lot Address: 1208 N 2700 W

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

The following additional documents are attached to provide further detail:

1. An annotated copy of the first page of the CC&Rs recorded on April 26, 2017, showing that only Lots 14-28 & 36-53 were listed, leaving out the later-added Lot 29.
2. An annotated copy of the Phase 1 Plat that was recorded with the CC&Rs on April 26, 2017, that shows a horseshoe court where Lot 29 was later added in Phase 2.
3. An annotated copy of the Phase 2 Plat that was recorded June 17, 2021, and that includes the added Lot 29 that replaces the horseshoe court was originally shown for Phase 1.

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
)  
)  
SPRING ACRES DEVELOPMENT GROUP, LLC )  
ATTENTION: BLAKE CHRISTENSEN )  
905 NORTH 2000 WEST )  
TREMONTON, UTAH 84337 )  
)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRING HOLLOW LEGENDS SUBDIVISION**

LOTS 14 - 28 & 36 - 53 OF SPRING HOLLOW SUBDIVISION shall be known as SPRING HOLLOW LEGENDS – PHASE 1, in the County of Box Elder, according to the official plat thereof, records of Box Elder County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") is made on this 24th day of April, 2017, by Spring Acres Development Group, LLC, a Utah limited liability company, which together with its successors and assigns, shall hereinafter be referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of real property located in the County of Box Elder ("County"), State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof, which shall be the Covered Property made subject to these CC&Rs;

B. The Covered Property constitutes approximately 10.05 acres of real property which Declarant is in the process of developing and marketing as an Active Adult Community, which generally consists of a portion, 10.05 acres of real property, of the Spring Hollow Subdivision that contains approximately 19.17 acres or real property located on or near 1225 North 2700 West, Tremonton, Utah;

C. Declarant intends to develop the Covered Property or a portion thereof under the name of SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability (herein termed "Developer"), for the purpose of developing on the Covered Property residential projects for sale to the public; and

D. Declarant desires to subject the Covered Property to these CC&Rs setting forth certain obligations owing to Declarant and subsequent landowners from Developer and subsequent landowners concerning the activities of Developer and subsequent landowners on







—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 18**

Signed:     Lisa Park    

Print:     Lisa Park          Date:     08/02/2023    

Lot Address:     2717 west 1150 north    

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the “HOA”) to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA’s lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 19**

Signed: Tamara Anglesey

Print: Tamara Anglesey

Date: 08/03/2023

Lot Address: 2723 W Legend Dr

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the “HOA”) to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA’s lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 20**

Signed: Denise Fitcher

Print: Denise Fitcher

Date: 08/03/2023

Lot Address: 2733 West Legend Dr

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 21**

Signed: Shauna Halls

Print: Shauna Halls      Date: 08/03/2023

Lot Address: 2743 w legend drive

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

LOT 25

Signed: Carol Brady

Print: Carol Brady      Date: 08/04/2023

Lot Address: 2715 HollowDrive

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

Signed: Richard Thorne

Print: Richard Thorne

Date: 08/03/2023

Lot Address: Lot 26 2735 west Hollow drive

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 28**

Signed: Susan Chadaz

Print: Susan Chadaz

Date: 08/03/2023

Lot Address: 2755 W. Hollow Drive Tremonton, Utah

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.



—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 46**

Signed: Joellyn Harris

Print: Joellyn Harris      Date: 08/03/2023

Lot Address: 2799 W Legend Drive

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

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Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes

No

Signed: Blake A. Christensen

Date: 08/08/2023

Blake A. Christensen,  
Authorized Member or Manager of SPRING ACRES DEVELOPMENT GROUP LLC,  
Owner of lot nos. 36-44 & 48-53 (15 lots total)

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

**EXHIBIT "D"**

Declaration

A true and complete copy of the original Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision is attached following this page.

**NOTE:** The Declaration refers to the HOA, which is Spring Legacy Homeowners Association, a Utah nonprofit corporation, as a "Master Association."<sup>8</sup>

Following the Declaration, a true and complete copy of a Collection Resolution is also attached to which the lots in the Spring Hollow Legends Subdivision are subject, including Lot 29 by virtue of this recorded instrument, the resolution being originally recorded in the Box Elder County recorder's office in the State of Utah on June 15, 2023, as Entry No. 464455.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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<sup>8</sup> See Decl., Art. 7, and throughout. The Master Association is SPRING LEGACY HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation. Article 7 also refers to "the Sub-Association, if any." But there are no sub-associations in the Spring Hollow Legends Subdivision; therefore, the "Master Association" may properly be referred to as simply the "Association" or the "HOA."

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
)  
)  
SPRING ACRES DEVELOPMENT GROUP, LLC )  
ATTENTION: BLAKE CHRISTENSEN )  
905 NORTH 2000 WEST )  
TREMONTON, UTAH 84337 )  
)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRING HOLLOW LEGENDS SUBDIVISION**

LOTS 14 - 28 & 36 - 53 OF SPRING HOLLOW SUBDIVISION shall be known as SPRING HOLLOW LEGENDS – PHASE 1, in the County of Box Elder, according to the official plat thereof, records of Box Elder County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") is made on this 24th day of April, 2017, by Spring Acres Development Group, LLC, a Utah limited liability company, which together with its successors and assigns, shall hereinafter be referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of real property located in the County of Box Elder ("County"), State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof, which shall be the Covered Property made subject to these CC&Rs;

B. The Covered Property constitutes approximately 10.05 acres of real property which Declarant is in the process of developing and marketing as an Active Adult Community, which generally consists of a portion, 10.05 acres of real property, of the Spring Hollow Subdivision that contains approximately 19.17 acres of real property located on or near 1225 North 2700 West, Tremonton, Utah;

C. Declarant intends to develop the Covered Property or a portion thereof under the name of SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability (herein termed "Developer"), for the purpose of developing on the Covered Property residential projects for sale to the public; and

D. Declarant desires to subject the Covered Property to these CC&Rs setting forth certain obligations owing to Declarant and subsequent landowners from Developer and subsequent landowners concerning the activities of Developer and subsequent landowners on

and in connection with the portion of the Covered Property conveyed by Declarant, which will constitute a general scheme for the development of the Covered Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and other property in the vicinity.

### DECLARATION

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Covered Property shall be held and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of the property and the owner of the property, its successors and assigns. These covenants, conditions and restrictions shall run with the land or any portion into which it may be divided and shall be binding upon all parties having or acquiring any right or title in the Covered Property or any part thereof, and shall inure to the benefit of the fee owner of the property and are imposed upon the Covered Property and every part thereof as a servitude in favor of the Covered Property and every portion thereof as the dominant tenement or tenements.

The following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and the premises to which these restrictive covenants shall attach are specifically described as:

Lots 14 - 28 and 36 - 53 of Spring Hollow Subdivision, in the County of Box Elder, according to the official plat thereof, records of Box Elder County, Utah.

Lots 36-53 have not been created

1. **Covenants to Run with the Land ~ Term:**

(a) Restrictions to Run With the Covered Property: The Covered Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions and other limitations set forth in these CC&Rs (collectively, the "Restrictions"). The Restrictions are for the benefit of the real property described herein and are intended and shall be construed as covenants and conditions running with and binding the real property and equitable servitudes upon the real property and every part thereof. Furthermore, all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in the covered real property, or any part thereof, and their successors and assigns, and shall inure to the benefit of the benefitted real property and the owners of the benefitted real property, their successors and assigns, and shall be enforceable by Declarant and its successors and assigns, all upon the terms, provisions and conditions set forth herein.

(b) Term: These CC&Rs shall continue in full force and effect in perpetuity or until they are otherwise amended, vacated, or changed as provided herein.

(c) Early Termination by Declarant: Notwithstanding the foregoing, these CC&Rs shall, upon recordation in the office of the County Recorder of Box Elder County, Utah of a notice of termination executed by Declarant, automatically terminate and be of no further force or effect as to any portion of the covered real property reacquired by Declarant, whether by grant deed, lot line adjustment or otherwise, but the Restrictions shall continue to apply as to the remainder of the covered real property.

2. Single Family Residences: No lot shall be used for other than single family residential purposes unless approved by the Box Elder Planning and Zoning Commission and approved by a vote of three-fourths (3/4) majority of lot owners.
3. Compliance of Lots: All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building, including all landscaping, grading and drainage of the land in each lot. All land use and construction of buildings shall be completed so as to comply with flood control requirements of the subdivision and the individual lots therein.
4. Building of Residences: As soon as reasonably practical, residential dwellings shall be constructed by each lot owner at its sole cost and expense and the property improved with the construction of residences. Residences shall be constructed on the covered real property which are at least a one story in height, more commonly referred to as a "Rambler" style, and which contains at least one thousand four hundred (1,400) square feet of floor space plus a two (2) car garage. All residential buildings shall contain at least fifty percent (50%) brick, rock or other masonry covering on its front face or facade. All residential buildings must be built upon the premises at the lot location and in no event shall mobile, modular, or other moved residents be allowed to be placed on the premises. Offsite and/or prefabricated manufactured housing shall not be permitted. All construction is to be of new materials and supplies. Dwellings must be stick built on site in accordance with the Uniform Building Code requirements and applicable local ordinances and codes. The residential structure shall consist of the ground floor area of the main structure, a second story at the owner's option, a basement or partial basement at the owner's option, open porches at the owner's option, unattached garages or sheds at the owner's option, and attached two car garage.
5. Rights of Way: Easements for installation and maintenance of utilities are reserved and shown on the recorded plat of the subdivision. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authorities or a utility company is responsible.

6. **Common Areas:** There shall be common areas available for the use of all lot owners as specified on the recorded plat of the subdivision. The common areas contemplated thereunder are primarily comprised of Parcels "A" & "B", inclusive of a walking path, club house, parking areas, horseshoe pits, basketball court, and other related functions. Each lot owner shall have the right to use, enjoy and otherwise utilize the common areas that benefit their adjoining lot. The Common Areas shall be controlled by the Master Association created hereunder.
7. **Master Association:** There is hereby created a Master Association which is an equal partnership of all lot owners that shall have the primary duty to maintain, care, and control all common areas. The Master Association shall levy assessments against all lots as it deems needed to provide for the use, maintenance, care, control, and other utilization of the common areas. All lots are hereby annexed to this Declaration and to the jurisdiction of the Master Association thereunder. All lot owners shall be responsible for the payment of all assessments to the Master Association and the Sub-Association, if any. The Master Association shall have, hold, acquire, and receive a lien against any lot for any unpaid assessments, dues, membership fees, or the like, owed to the Master Association.
8. **Association Property:** All portions of the covered real property which are unnumbered lots as shown on any subdivision map covering the covered real property may be transferred to and accepted by the Master Association, Sub-Association, or a governmental entity as directed by Declarant, by a deed (fee or easement as directed by Declarant) in form approved by Declarant restricting the use to street, landscape, or similar purposes as provided on the map. In addition, Declarant grants maintenance easements to the Master Association, Sub-Association, or a governmental entity to provide for the maintenance of any community roadway located on the individual lots and for the maintenance of certain landscaped areas on individual lots (e.g., those areas, if any, adjacent to the sidewalks, between the sidewalks and adjacent streets or between the sidewalks and adjacent private fences or walls).
9. **Water Ditches:** All culverts installed in any irrigation or drainage ditches must be new and a minimum 18 inches in diameter, or greater if required by the appropriate governmental agency or other legal body.
10. **Waste:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, unlicensed automobiles, or other solid or liquid waste material shall not be kept except out of sight and in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary conditions.
11. **Livestock:** No livestock or other domesticated animals, other than those allowed as pets under existing Tremonton City Ordinances, shall be allowed upon any of the Covered

Property.

12. **Enforcement:** Enforcement shall be by a lot owner in this subdivision or other affected person in proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Declarant alone shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of these CC&Rs or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure of Declarant to enforce any covenant, condition, or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction. All rights, options and remedies under these CC&Rs are cumulative, and no one of them shall be exclusive of any other, and Declarant shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law whether or not stated in these CC&Rs. In addition to and without limiting the foregoing, Declarant assigns all of its rights and powers under these CC&Rs to any fee owner of any portion of the covered real property or the benefitted real property. Such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Without limiting the generality of the foregoing, Declarant may make such assignment as to the entire Covered Property or to any portion thereof.
13. **Lender Rights:** The breach of any covenants, conditions or restrictions herein contained shall not defeat, invalidate nor impair the obligation or priority of any mortgage or deed of trust now or hereafter executed and constituting a lien upon the Covered Property or any portion thereof, which is made in good faith and for value; provided, however, that any party, including the holder of the mortgage or deed of trust, who acquires title through private or judicial foreclosure, trustee's sale or deed in lieu of foreclosure (a "Foreclosure-Purchaser") and all successors and assigns of such Foreclosure-Purchaser shall take title subject to all of the covenants, conditions and restrictions contained in these CC&Rs. Such Foreclosure-Purchaser shall not be liable for damages arising from the breach of any covenants, conditions or restrictions performed or which were to have been performed prior to the time such Foreclosure-Purchaser acquires title to all or any portion of the Covered Property, and the Foreclosure-Purchaser shall have until six (6) months after acquisition of title to all or a portion of the Covered Property to commence or continue construction of improvements required, if any, and/or to repair or replace any improvements which were constructed in violation of any of the requirements hereunder. The schedules and time limitations contained herein for construction of improvements shall be extended as reasonably necessary to be consistent with the foregoing sentence. Any improvements commenced or continued by Foreclosure-Purchaser after acquisition of title to all or any portion of the



Covered Property shall be diligently pursued once commenced.

14. **Severability:** In the event that any portion of these CC&Rs shall become illegal, invalid, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void or against public policy, the remaining portions of these CC&Rs shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
15. **Headings and Captions:** The captions used herein are for convenience only and are not a part of these CC&Rs and do not in any way limit or amplify the terms and provisions hereof.
16. **Jurisdiction:** These CC&Rs shall be governed by and construed under the laws of the State of Utah. In the event of any legal action to enforce or interpret these CC&Rs, the sole and exclusive venue shall be a court of competent jurisdiction located in Box Elder County, Utah.
17. **Attorneys' Fees and Costs:** In the event any action shall be instituted in connection with these CC&Rs, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action including reasonable attorneys' fees as fixed by the court therein.
18. **Gender and Plural:** In these CC&Rs (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.
19. **Notices:** All notices, requests, demands, waivers, consents, approvals and other communications required or permitted under these CC&Rs shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service; (ii) by overnight delivery service (including Federal Express); or (iii) mailed by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the party legally owning the property.
20. **Amendment:** These covenants may be amended by a vote of three-fourths (3/4) of all property owners. Except as provided in these CC&Rs, these CC&Rs may only be amended by a writing executed by the current owners of the property which amendment shall be recorded against the Covered Property.
21. **Effect of Declaration:** These CC&Rs are made for the purposes set forth in the Recitals to these CC&Rs and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of these CC&Rs, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

These covenants are hereby entered into and agreed to by the owner, which shall continue in force for any and all future owners, duly executed this 24 day of ~~May, 2015~~.

April, 2017

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DEVELOPER/DECLARANT

SPRING ACRES DEVELOPMENT GROUP, LLC

*Blake Christensen*

By: Blake Christensen, Manager

*Bryce Rigby*

By: Bryce Rigby, Manager

*Jay Christensen*

By: Jay Christensen, Manager

*Ricky Christensen*

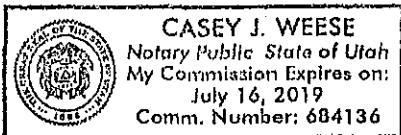
By: Ricky Christensen, Manager

State of Utah }

: ss

County of Box Elder }

On the 24 day of ~~May, 2015~~ <sup>April, 2017</sup>, personally appeared before me BLAKE CHRISTENSEN, BRYCE RIGBY, JAY CHRISTENSEN, and RICKY CHRISTENSEN, managers of SPRING ACRES DEVELOPMENT GROUP, LLC, the signers of the within instrument, who duly acknowledged to me that they executed the same.

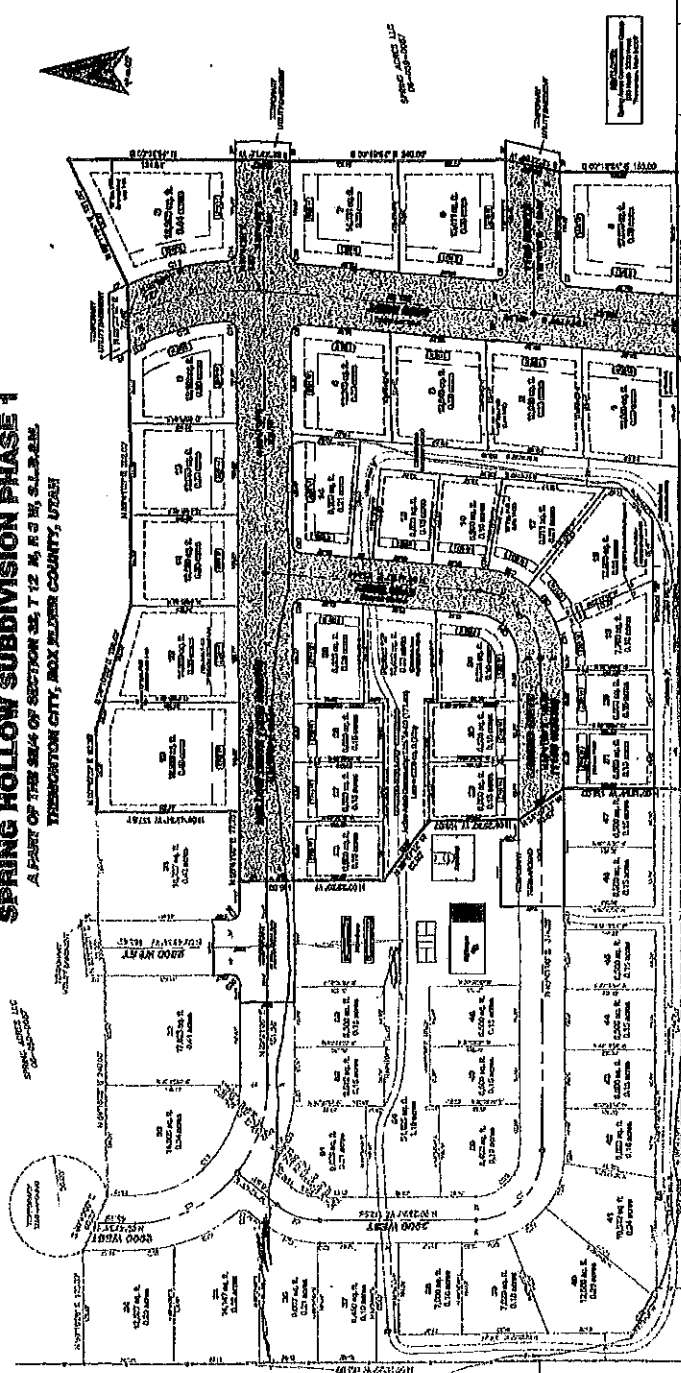


*Casey J. Weese*  
NOTARY PUBLIC

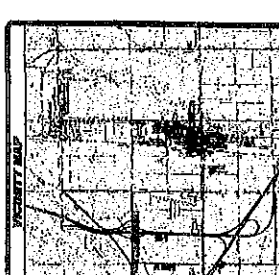
# SPRING HOLLOW SUBDIVISION PHASE 1

## A PART OF THE SW/4 OF SECTION 22, T 12 N, R 3 W, S.L.R.M.

### TRENTON CITY, BOX ELDER COUNTY, UTAH



Lot No.	Owner Name	Acres	Remarks
1	...	...	...
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**SECTION 22, T12N, R3W, S.L.R.M.**  
 The undersigned hereby certifies that the above described land is owned by the undersigned and that the same is being offered for sale to the public in accordance with the provisions of the Utah Real Estate Law, Chapter 3, Section 1, Utah Code Annotated, 1953, as amended.

**COMMISSIONER'S CERTIFICATE**  
 I, the undersigned, do hereby certify that the above described land is owned by the undersigned and that the same is being offered for sale to the public in accordance with the provisions of the Utah Real Estate Law, Chapter 3, Section 1, Utah Code Annotated, 1953, as amended.

**RECORDING INFORMATION**  
 This instrument is being recorded in the public records of the State of Utah for the purpose of recording the same.

**CONTRACT INFORMATION**  
 The undersigned hereby certifies that the above described land is being offered for sale to the public in accordance with the provisions of the Utah Real Estate Law, Chapter 3, Section 1, Utah Code Annotated, 1953, as amended.

**STATE OF UTAH**  
 COUNTY OF \_\_\_\_\_  
 DATE \_\_\_\_\_

**APPROVAL AS TO FORM**  
 APPROVED AS TO FORM THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
 COUNTY RECORDER

**CITY ENGINEER'S CERTIFICATE OF APPROVAL**  
 I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAN AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER.

**COUNTY RECORDER'S NO.**  
 STATE OF UTAH, COUNTY OF BOX ELDER, REGISTERED AND FILED AT THE OFFICE OF THE COUNTY RECORDER ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

**TRENTON CITY LAND USE AUTHORITY BOARD**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT THE REGULAR CITY LAND USE AUTHORITY BOARD MEETING HELD AT THE TRENTON CITY COUNCIL CHAMBER, TRENTON, UTAH, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

WHEN RECORDED, MAIL TO:

SPRING LEGACY HOMEOWNERS ASSOCIATION  
c/o CCI Law  
577 S 150 E  
Smithfield, Utah 84335

Chad Montgomery Box Elder County Utah Recorder  
06/15/2023 01:55 PM Fee \$82.00 Page 1 of 6  
For HICKMAN LAND TITLE LOGAN  
Electronically Recorded By SIMPLIFILE L.C.E. RECORDING

**RESOLUTION OF  
SPRING LEGACY HOMEOWNERS ASSOCIATION  
Collection Resolution**

LOTS 14-28 & 36-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 in the recorder's office of Box Elder County, Utah, on April 26, 2017, and the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 434808 in the recorder's office of Box Elder County, Utah, on June 17, 2021, and the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was re-recorded as Entry No. 452470 in the recorder's office of Box Elder County, Utah, on May 24, 2022.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
14	06-188-0014	36	06-188-0041	51	06-188-0042
15	06-188-0015	37	06-188-0046	52	06-188-0043
16	06-188-0016	38	06-188-0047	53	06-188-0044
17	06-188-0017	39	06-188-0048		
18	06-188-0018	40	06-188-0049		
19	06-188-0019	41	06-188-0050		
20	06-188-0020	42	06-188-0051		
21	06-188-0021	43	06-188-0052		
22	06-188-0022	44	06-188-0053		
23	06-188-0023	45	06-188-0054		
24	06-188-0024	46	06-188-0055		
25	06-188-0025	47	06-188-0056		
26	06-188-0026	48	06-188-0057		
27	06-188-0027	49	06-188-0058		
28	06-188-0034	50	06-188-0059		

**THIS INSTRUMENT IS BEING  
RECORDED BY  
HICKMAN LAND TITLE COMPANY,  
AS AN ACCOMMODATION  
FOR *Spring Legacy HSA***

**RESOLUTION OF  
SPRING LEGACY HOMEOWNERS ASSOCIATION  
Collection Resolution**

**BE IT KNOWN TO ALL PERSONS THAT:**

WHEREAS, Spring Legacy Homeowners Association (the "Association") is organized as a Utah nonprofit corporation under, and is thus subject to, the Utah Revised Nonprofit Corporation Act<sup>1</sup> (the "Nonprofit Act"); and

WHEREAS, the Association is subject to the Utah Community Association Act<sup>2</sup> (the "Act"); and

WHEREAS, pursuant to the Association's declaration (the "Declaration"), the Association is comprised of lots 14-28 and 36-53 of the Spring Hollow Subdivision, which is located in Box Elder County, Utah;<sup>3</sup> and

WHEREAS, the combination of the recorded Declaration, the Nonprofit Act, and the Act authorize and empower the Association to impose assessments and the like upon its members pursuant to at least the recorded Declaration and this written instrument;<sup>4</sup> and

WHEREAS, the combination of the Utah Collection Agencies statute<sup>5</sup> (the "Collection Statute") and the Act authorize and empower the Association to, via third-party debt collectors, collect delinquent assessments as well as the costs associated with such collection, including but not limited to interest, late fees, court costs, and attorney fees, and to charge a collection fee in addition to any delinquent amounts owed if there is a written agreement with a debtor that provides for the imposition of the collection fee;<sup>6</sup> and

WHEREAS, the Utah Supreme Court held that restrictive covenants such as the recorded Declaration constitute a written agreement between the Association and its members,<sup>7</sup> and the Act requires that each lot owner in the Association comply with its governing documents which include the recorded Declaration and this written instrument;<sup>8</sup> and

WHEREAS, the Act authorizes and empowers the Association's board of directors (the "Board of Directors") to act in all instances on behalf of the Association, including the adoption of this Resolution, except as limited in the Declaration or the Association's bylaws, which do not include any limitations in relation to this Resolution;<sup>9</sup>

THEREFORE, BE IT RESOLVED that the following assessments and policies are adopted by the Association by and through its Board of Directors.

<sup>1</sup> UCA 16-6a-101 et. seq.

<sup>2</sup> UCA 57-8a-101 et. seq. The Association is subject to the Act pursuant to UCA 57-8a-102(2)

<sup>3</sup> Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision, recorded as Entry No. 370026 on April 26, 2017, in the Box Elder County, Utah, recorder's office.

<sup>4</sup> Decl., Art. 7; UCA 16-6a-302(2)(r); UCA 57-8a-102(1)(a); and UCA 57-8a-102(11)(a)

<sup>5</sup> UCA 12-1-11 and UCA 57-8a-301

<sup>6</sup> UCA 12-1-11(2)(B)

<sup>7</sup> *Fort Pierce v. Shakespeare*, 2016 UT 28, ¶ 11

<sup>8</sup> UCA 57-8a-212.5 and 57-8a-102(11)(a)

<sup>9</sup> UCA 57-8a-501(5); the Declaration appears to be silent regarding the Association's governing body and there are no known recorded bylaws.

## COLLECTION FEE ASSESSMENT

1. Pursuant to the Declaration, the Association hereby adopts the following collection fee provision consistent with the Utah Collection Fee Statute:

The Association may contract with various third-party debt collection agencies to collect delinquent assessments, fines, and any other delinquent amounts due and payable to the Association by any debtor.

Each debtor shall be deemed to covenant and agree to pay all assessments described in this Resolution and the Association's other governing documents, as they may be amended from time to time, together with any related costs, fees, and interest, as well as all collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the debtor's total delinquent assessments (the "Collection Fee"), in addition to all legal fees related to such collection, with or without suit, including attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. The obligation to pay the Collection Fee and all other related fees and costs is imposed hereby at the time of assignment of the debt to a third-party debt collection agency or licensed attorney.

The term "debtor" as used herein means the owner(s) and any tenant(s) of a residential unit within the Association, jointly and severally, and also means any other party(s) obligated to pay an assessment or other amount to the Association whether or not such is related to a residential unit. As an exception to the foregoing, no tenant of a residential unit shall be liable for an assessment and its related collection costs imposed on an owner of the residential unit but not on the tenant(s).

## LATE FEE ASSESSMENT

2. Pursuant to the Declaration, the Association hereby adopts a late fee in the amount of twenty-five dollars (\$25 U.S.) (the "Late Fee") that is due and payable in addition to each assessment or other amount due that is not paid in full within thirty (30) days of its due date.

## INTEREST ASSESSMENT

3. Pursuant to the Declaration, the Association hereby adopts an interest rate in the amount specified in Utah Code § 15-1-1(2) as it may be amended from time to time (currently ten percent (10%) per annum) that is due and payable in addition to each assessment or other amount due that is not paid in full within thirty (30) days of its due date and that shall begin accruing as of the due date (the "Interest").

## GENERAL

4. The Collection Fee, Late Fee, and Interest established by this Resolution are assessments as defined by the Act at least because they are charges imposed by the Association on or against a lot, unit, or owner thereof pursuant to a governing document recorded with the county recorder.<sup>10</sup>
5. This Resolution is adopted pursuant to the recorded Declaration, the Act, the Nonprofit Act, and the Collection Statute and, in combination with the recorded Declaration, constitutes a written agreement between the Association and debtors to the Association.

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<sup>10</sup> UCA 57-8a-102(1)

6. This Resolution is a governing document of the Association as defined by the Act at least because it is a written instrument by which the association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association,<sup>11</sup> but this Resolution is not a rule as defined by the Act at least because it does not govern the conduct of persons or the use, quality, type, design, or appearance of real property or personal property.<sup>12</sup>

7. The Board of Directors hereby authorizes and approves the recording of this Resolution in the Box Elder County recorder's office.

8. The provisions of this Resolution shall become effective on the date that this Resolution is recorded in the Box Elder County recorder's office.

**IN WITNESS WHEREOF**, the undersigned hereby certify and attest that this Resolution has been duly adopted by the Board of Directors of the Spring Legacy Homeowners Association.

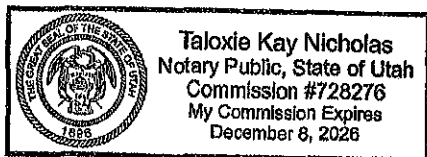
*Susan Chadaz*  
Susan Chadaz, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 8<sup>th</sup> day of June, in the year 2013, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)

*Taloxie Kay Nicholas*  
NOTARY PUBLIC SIGNATURE

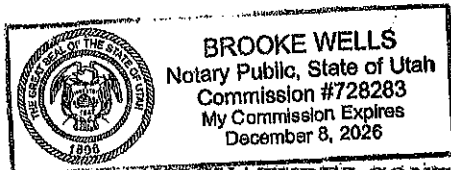


*Keely Draper*  
Keely Draper, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 9 day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



*Brooke Wells*  
NOTARY PUBLIC SIGNATURE

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

<sup>11</sup> UCA 57-8-3(20) and 57-8a-102(11); E.g., this Resolution is a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association.

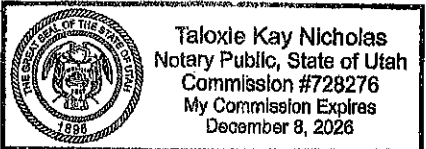
<sup>12</sup> UCA 57-8a-102(25)

Denise Fichter  
Denise Fichter, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 8<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



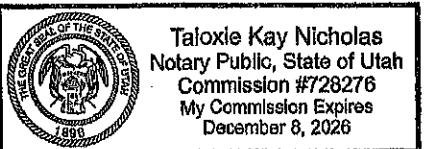
Taloxie Kay Nicholas  
NOTARY PUBLIC SIGNATURE

Joellyn Harris  
Joellyn Harris, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 8<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



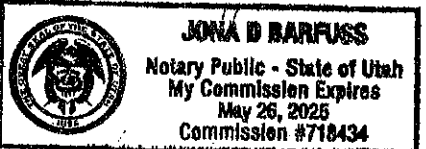
Taloxie Kay Nicholas  
NOTARY PUBLIC SIGNATURE

Lisa Park  
Lisa Park, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 7<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



Jona D. Barfuss  
NOTARY PUBLIC SIGNATURE

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**APPENDIX "A" – Legal Description**

**PHASE 1:** LOTS 14-28 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 in the recorder's office of Box Elder Country, Utah, on April 26, 2017; and

**PHASE 2:** LOTS 36 & 51-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 434808 in the recorder's office of Box Elder Country, Utah, on June 17, 2021; and

**PHASE 3:** LOTS 37-50 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was re-recorded as Entry No. 452470 in the recorder's office of Box Elder Country, Utah, on May 24, 2022.

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WHEN RECORDED MAIL TO:

Spring Acres Development Group, LLC  
c/o CCI Law  
557 South 150 East  
Smithfield, Utah, 84335

Entry No. 466840 B: 1564 P: 0376  
09/06/2023 01:11:37 PM FEE \$40.00 Pages: 1  
AFFIDAVIT For: Spring Legacy Homeowners Association  
Chad Montgomery, Box Elder County Utah Recorder

**AFFIDAVIT OF SCRIVENER'S ERROR  
SPRING HOLLOW SUBDIVISION—PHASE 1**

The undersigned affiant (the "Affiant"), by this Affidavit of Scrivener's Error (the "Affidavit"), gives record notice of typographical or other obvious errors made in the plat entitled **SPRING HOLLOW SUBDIVISION PHASE 1** that was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370025 and was re-recorded on May 8, 2017, as Entry No. 370451, (the "Plat") and makes the following statements and corrections:

1. Spring Acres Development Group, LLC, a Utah limited liability company, was an owner of the parcel of land described in and subdivided by the Plat at the time of its recordation, and I executed the Owner's Dedication portion of the Plat as a Manager of the LLC;
2. I have personal knowledge of the facts and matters stated in the Plat;
3. The plat created a subdivision comprised of Spring Hollow View, indicating that it included lots 1-13, and Spring Hollow Legends, indicating that it included lots 14-30, as stated in the second paragraph of the Descriptions, Basis of Bearing and Narrative section of the Plat, erroneously indicating that the Spring Hollow Legends sub-subdivision includes lots 29 and 30. This is an error because the plat only created lots 1-28, not lots 29 and 30.
4. **CORRECTION:** This Affidavit hereby corrects the above-noted scrivener's error as follows: (1) The Spring Hollow Legends sub-subdivision includes lots 14-28.

**AFFIANT:**

SPRING ACRES DEVELOPMENT GROUP, LLC

By: Blake A. Christensen  
Blake A. Christensen, Manager

State of Utah )  
) ss.  
County of Box Elder )

On the above-listed date, the above-named individual personally appeared before me who, being by me duly sworn, did say that he is an authorized manager of SPRING ACRES DEVELOPMENT GROUP, LLC, is duly authorized to execute this instrument as such, and did state that SPRING ACRES DEVELOPMENT GROUP, LLC, thereby executed the same.

(Seal)



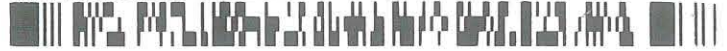
Jennifer W. Arbon  
NOTARY



WHEN RECORDED MAIL TO:

Spring Acres Development Group, LLC  
c/o CCI Law  
557 South 150 East  
Smithfield, Utah, 84335

Entry No. 466841 B: 1564 P: 0377  
09/06/2023 01:11:37 PM FEE \$40.00 Pages: 1  
AFFIDAVIT For: Spring Legacy Homeowners Association  
Chad Montgomery, Box Elder County Utah Recorder



**AFFIDAVIT OF SCRIVENER’S ERROR  
SPRING HOLLOW SUBDIVISION—PHASE 2**

The undersigned affiant (the “Affiant”), by this Affidavit of Scrivener’s Error (the “Affidavit”), gives record notice of typographical or other obvious errors made in the plat entitled **SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1** that was recorded in the Box Elder County recorder’s office in the State of Utah on June 17, 2021, as Entry No. 434808, (the “Plat”) and makes the following statements and corrections:

1. Spring Acres Development Group, LLC, a Utah limited liability company, was an owner of the parcel of land described in and subdivided by the Plat at the time of its recordation, and I executed the Owner’s Dedication portion of the Plat as a Manager of the LLC;
2. I have personal knowledge of the facts and matters stated in the Plat;
3. The plat created a subdivision comprised of Spring Hollow View, indicating that it included lots 31-35, and Spring Hollow Legends, indicating that it included lots 28, 29, 35, and 51-53, as stated in the second paragraph of the Descriptions, Basis of Bearing and Narrative section of the Plat, erroneously indicating that lot 35 was part of both of the sub-subdivisions and that lot 36 was not part of either of the sub-subdivisions.
4. **CORRECTION:** This Affidavit hereby corrects the above-noted scrivener’s error as follows: (1) Lot 35 is part of the Spring Hollow View sub-subdivision; and (2) Lot 36 is part of the Spring Hollow Legends sub-subdivision.

**AFFIANT:**

SPRING ACRES DEVELOPMENT GROUP, LLC

By: Blake A. Christensen  
Blake A. Christensen, Manager

State of Utah )  
) ss.  
County of Box Elder )

On the above-listed date, the above-named individual personally appeared before me who, being by me duly sworn, did say that he is an authorized manager of SPRING ACRES DEVELOPMENT GROUP, LLC, is duly authorized to execute this instrument as such, and did state that SPRING ACRES DEVELOPMENT GROUP, LLC, thereby executed the same.

(Seal)



Jennifer W. Arbon  
NOTARY

