

DECLARATION OF PROTECTIVE COVENANTS

FOR

SPANISH VISTA, PLAT "I"

ENT 140191:2007 PG 1 of 12  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Sep 26 3:02 pm FEE 97.00 BY CM  
RECORDED FOR SPANISH VISTA

THIS DECLARATION (this "Declaration") is made this 26 day of September, 2007, by Spanish Vista I of Spanish Fork, LLC ("Declarant"), a Utah limited liability company, the owner of the following described property:

**See Exhibit A, attached hereto and incorporated herein by this reference.**

Containing 11.76 acres more or less.

**I. PURPOSE OF COVENANTS**

It is the intention of Declarant, expressed by execution of this Declaration, that the property within Spanish Vista Plat "I" ("Spanish Vista"), a subdivision situated in the City of Spanish Fork, Utah County, State of Utah, as described above, be developed and maintained as a highly desirable residential area. Declarant intends to sell the Property described above, and to impose on it mutual, beneficial restrictions and covenants so that the value of the Property shall be protected insofar as possible for the benefit of all the land in the subdivision and the future owners of the Lots within the Subdivision.

THEREFORE, Declarant hereby declares that all of the Property described above was held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the Property and shall be

binding on all parties having or acquiring any right, title, or interest in the described Property or any part thereof.

## II. DEFINITIONS

2.01 Building. "Building" shall mean any building constructed on the Property.

2.02 Developer. "Developer" shall mean Spanish Vista I of Spanish Fork, LLC, a Utah limited liability company, together with its successors and assigns.

2.03 Lot. "Lot" shall mean one of the 65 numbered lots within the Subdivision.

2.04 Owner. "Owner" shall mean the entity, person or persons, including Developer, owning a Lot in the Subdivision in fee simple and an undivided interest in the fee simple estate of the Common Area as shown in the records of the County Recorder of Utah County, Utah. The term Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

2.05 Plat. "Plat" shall mean and refer to the Record of Survey Map of Spanish Vista Plat I recorded by Declarant.

2.06 Property. "Property" shall mean any of the lots numbered 159 – 167, 173 – 205, and 207 - 229 in "Spanish Vista Plat I" subdivision as described in the first paragraph of this Declaration, and as shown on Exhibit A, attached hereto.

2.07 Subdivision. "Subdivision" shall mean Spanish Vista Plat I according to the Plat recorded in the records of Utah County, State of Utah.

## III. ARCHITECTURAL CONTROL BY THE DESIGN REVIEW COMMITTEE

3.01 Architectural Control. No improvement or structure of any kind including, without limitation, any building, fence, well, swimming pool, tennis court, screen enclosure,

sewer, drain, disposal system, decorative building, landscape device or object, or other improvements shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, the specifications and location of same shall be submitted to, and approved in writing, by the Design Review Committee. All plans and specifications shall be evaluated as to the harmony of the external design and locations in relation to the surrounding structures and topography and as to conformance with the architectural plan and design guidelines of Spanish Vista as may from time to time be made and amended by the Design Review Committee.

3.02 Design Review Committee. The architectural review and control functions of Spanish Vista shall be administered and performed by the Design Review Committee (the "DRC"), which shall consist of three members, who need not be Members of the Association. The Developer shall have the right to appoint, at its sole discretion, all or some of the members of the DRC, as long as it owns at least one Lot. The initial members of the DRC shall be Mark Washburn, Caleb Washburn and David Simpson. Members of the DRC as to whom Developer may relinquish the right to appoint, and all members of the DRC after Developer no longer owns at least one Lot, shall be appointed by and shall serve at the pleasure of a majority of the Owners. The majority of the DRC shall constitute a quorum to transact business at any meeting and the action of a majority present at a meeting at which the quorum is present shall constitute the action of the DRC. Any vacancy occurring on the DRC because of death, resignation, or other termination of service of any member thereof shall be filled by the Owners, if the member whose service was terminated was originally appointed by the Owners. Otherwise, the Developer shall fill any vacancy created by death, resignation, removal or other termination of service of any

member of the DRC. During any period of time after Developer no longer owns at least one Lot and during which the Owners shall have failed to fill vacancies existing on the DRC for more than ninety (90) consecutive days, no Owner shall be required to obtain DRC approval.

3.03 Powers of DRC. The DRC shall have the following powers:

- (1) To create, modify and/or amend Design Guidelines for Spanish Vista. Any modification or amendment to the Design Guidelines shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the DRC, at a meeting at which a quorum is present and voting. Notice of any modification or amendment to the Design Guidelines, including a verbatim copy of such modification or amendment, shall be delivered to each Owner, provided that delivery to each Owner of the notice and a copy shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- (2) To require that each Owner submit to the DRC two complete sets of all plans and specifications for any improvements or structures of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, deck to a building, landscaping device, or other improvement, the construction or placement of which is proposed upon any Lot. The DRC shall also require each Owner to submit to the DRC samples of building materials proposed for use on any Lot, together with such additional information as may be necessary for the DRC to completely evaluate the proposed structural improvements in accordance with the Design Guidelines as specified in the Design Guidelines and in Article IV of this Declaration.
- (3) To approve or disapprove any structure of any kind, including, without limitation, buildings, walls, swimming pools, tennis courts, screened enclosures, sewers, drains, disposal systems, decks, landscape devices or objects, or other improvements or changes in modification thereto the construction, erection, performance or placement of which is imposed upon any Lot and to disapprove or approve any additions, changes, modifications, or alterations therein or thereon. All decisions of the DRC shall be submitted to the Owner requesting approval, and evidence of such decisions may be made by certificate, in recordable form, executed under seal by any member of the DRC. Any party disagreeing with the DRC shall have the right to make a written request to the DRC within thirty days of such a decision, for reconsideration thereof. The determination of the DRC shall in all events be dispositive.
- (4) To adopt a schedule of reasonable fees for processing requests for DRC approval of improvements during any period that Developer owns at least one Lot. Such

fees shall be payable to the Developer, in cash or certified funds, at the time the plans and specifications are submitted to the DRC.

#### IV. DESIGN GUIDELINES AND GENERAL RESTRICTIONS

4.01 Design Guidelines. The DRC may establish Design Guidelines for Spanish Vista in its sole discretion. The restrictions set forth herein shall constitute minimum design guidelines and restrictions and shall not limit the authority of the DRC to establish guidelines that are more restrictive.

4.02 Property Use. No Lot shall be used except for residential purposes.

4.03 No On Street Parking. No parking shall be permitted on the streets within the Subdivision.

4.04 Nuisances. No offensive activity shall be performed or permitted upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to the Subdivision, including emission of odors, sounds, or hazards.

4.05 No Temporary Building. No tents, trailers, vans, shacks, barns, or other out buildings, tanks, temporary or accessory building or structures shall be erected or be permitted to remain on any Lot or Common Area without the written consent of the Developer, or two-thirds of the Owners after the Developer has conveyed the last Lot which the Developer owns in the Subdivision.

4.06 Signs. No sign of any kind shall be displayed to public view on any Lot or Common Area, except the following: The Developer or the sales agent for the Developer may place one professional sign on any Lot or Lots advertising the Lot or Lots for sale. Thereafter, homeowners may display one professional directional sign at the entrance of the Subdivision and

one sign on the Lot advertising the Lot or home for sale. Such sign shall be no larger than is permitted by the City of Spanish Fork signage ordinance. The size and design of all signs shall be subject to approval by the DRC.

4.07 Oil Drilling Operations. No oil drilling operation, quarrying, or mining operation shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, excavations or shafts be permitted in or upon any Lot. No derrick or other structure designated for use involved drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

4.08 Sewage Disposal. No sewage disposal system shall be permitted on any Lot.

4.09 Rubbish, Trash, and Garbage. No rubbish, trash, or garbage or any other waste materials shall be kept or permitted on any Lot or any Common Areas, except in sanitary containers located in the appropriate areas and concealed from public view.

4.10 Fences, Hedges, and Walls. While the DRC may impose stricter guidelines, no fences, hedges, walls or other dividing devices over four feet in height (measured from the ground on which they stand) shall be maintained on any Lot unless approved prior to the construction thereof by the DRC. The DRC shall not approve construction of any chain-link or cyclone-type fence.

4.11 Landscaping within Six Months. Within six (6) months after any Owner receives an occupancy permit for any residence constructed on any Lot, the Lot shall be landscaped in a manner to be designated by the DRC. In the event that the DRC does not issue specific landscaping requirements, required landscaping shall include grass, shrubbery, at least one tree from a list to be designated by the DRC, and an underground sprinkling system capable of properly irrigating the front yard.

4.12 Weeds, Underbrush. No weeds, underbrush or undergrowth or other unsightly growth will be allowed to remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

## V. ENFORCEMENT AND REMEDIES

5.01 Proceedings for Enforcement. The obligations, provisions, covenants, restrictions, or conditions contained in this Declaration or any supplemental or amended declarations, with respect to the Association or the Lots, shall be enforced by Declarant or by any Owner of a Lot by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or other supplemental declaration with respect to a person, entity, or property other than the Association or Declarant shall be enforced by the Declarant or the Association by a proceeding for mandatory injunction or a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with this Declaration pursuant to the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover costs and expenses in connection herewith, including reasonable attorneys' fees.

5.02 Priority of First Mortgage or Deed of Trust. No violation or breach of any provision, restriction, covenant, or condition contained in this Declaration or any supplemental or amended declaration and no action to enforce the same shall defeat, render invalid, or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or

breach, against the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgages or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any supplemental or amended declarations except only that violations or breaches that occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors, and assigns unless such violations or breaches continue thereafter.

5.03 Exculpation. Neither Declarant, the DRC, or any member, agent, or employee of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

## **VI. NECESSARY EXEMPTIONS FOR DEVELOPMENT**

6.01 Exemption for Developer. Developer or the transferees of Developer shall undertake the work of developing all Lots. The completion of that work and the sale, rent, or other disposition of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or their respective employees, contractors, or sub-contractors from doing whatever they determine to be reasonably necessary or advisable for the completion of the work in the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale, lease, or otherwise. The respective Owners, upon commencement of construction of any residence, dwelling unit or other structure which is not prohibited by the Declaration,



shall pursue the performance of any construction diligently and continuously until the construction of the structure involved is complete.

## VII. DURATION AND REMEDIES FOR VIOLATION

7.01 Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of fifty years (50) from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by the then Owners holding not less than two-thirds of the Lots, has been recorded agreeing to change or terminate such covenants and restrictions in whole or part.

7.02 Enforcement. Violation or breach of any condition, covenant, or restriction herein contained shall give the Developer and/or the Owners, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the Lot which is the source of the violation or breach, if such proceedings result in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Developer for seeking such enforcement.

7.03 Owners' Responsibility to Maintain. Notwithstanding any other provision of this Declaration, each Owner, at his sole cost and expense, shall maintain and repair his residence,

keeping the same in condition comparable to the condition of such residences at the time of the initial construction.

### VIII. MISCELLANEOUS

8.01 Notices. Any notices required to be sent to any Owners under this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person that appears as an Owner at the time of such mailing.

8.02 Severability. Invalidity of any one of more of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions which shall remain in full force and affect.

8.03 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interest, as defined in Section 4.04, provided that so long as the Developer is an Owner of any Lot or any Property affected by this Declaration, or amendment thereto, no amendment will be effective without Developer's express written joinder and consent.

8.04 Other Principles of Construction. Words in any gender include the other genders; the singular includes the plural and vice versa; "person" means a legal entity, including, without limitation, a natural person, a corporation, a partnership, a trust and an association; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Declaration.

8.05 Waiver. No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

8.06 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

8.07 Attorneys' Fees. If any party is required to retain legal counsel in order to enforce this Declaration, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney fees and costs from the breaching party or parties.

8.08 Binding Agreement. This Agreement shall be binding on the parties and their respective heirs, successors and assigns.

8.09 Effective Date. This Declaration shall become effective upon its recordation in the public records of Utah County, State of Utah.

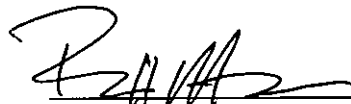
IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed as of this 26 day of September, 2007.

Spanish Vista I of Spanish Fork, LLC

By:   
David R. Simpson, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

The foregoing Declaration was acknowledged before me this 26 day of September, 2007, by David R. Simpson, Manager of Spanish Vista I of Spanish Fork, LLC, a Utah limited liability company.

  
Notary Public



SURVEYORS CERTIFICATE:

I, VICTOR E. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 176695 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Victor E. Hansen  
VICTOR E. HANSEN RLS 176695

FEBRUARY 6, 2007  
DATE

BOUNDARY DESCRIPTION:

A PARCEL OF LAND IN THE EAST HALF OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE CITY OF SPANISH FORK, COUNTY OF UTAH, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THENCE N00°24'20"W 534.52 FEET ALONG THE EAST LINE OF SAID SECTION 29, THENCE WEST 715.16 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE BOUNDARY LINE OF SPANISH VISTA SUBDIVISION PLAT G; THENCE ALONG SAID SUBDIVISION BOUNDARY S00°04'15"E 73.12 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 31.30 FEET THROUGH A CENTRAL ANGLE OF 89°39'51" (CHORD BEARS S44°45'41"W 28.20 FEET); THENCE S00°09'11"W 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 31.53 FEET THROUGH A CENTRAL ANGLE OF 90°20'09" (CHORD BEARS S45°14'19"E 28.37 FEET); THENCE S00°04'15"E 146.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 31.30 FEET THROUGH A CENTRAL ANGLE OF 89°39'15" (CHORD BEARS S44°45'40"W 28.20 FEET); THENCE S89°35'36"W 78.12 FEET; THENCE S00°04'15"E 633.65 FEET TO THE NORTH LINE OF ABBY COURT SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY S89°13'20"W 514.82 FEET; THENCE N00°15'01"W 524.99 FEET TO THE SOUTHERLY LINE OF SPANISH VISTA SUBDIVISION PLAT G; THENCE ALONG SAID SUBDIVISION BOUNDARY N89°55'45"E 18.79 FEET; THENCE N00°24'26"W 124.11 FEET; THENCE N89°35'34"E 26.26 FEET; THENCE N00°24'26"W 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS N45°24'26"W 28.28 FEET); THENCE N00°24'26"W 73.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'02" (CHORD BEARS N44°35'35"E 28.28 FEET); THENCE N89°35'36"E 44.58 FEET; THENCE N06°38'47"E 60.46 FEET; THENCE N00°24'24"W 93.00 FEET; THENCE N89°35'36"E 520.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 11.76 ACRES, MORE OR LESS.

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS  
THIS 6th DAY OF FEB A.D. 2007

NAME OF DEVELOPER SPANISH VISTA PLAT I LLC AKA SPANISH VISTA PLAT I LLC

BY: [Signature]

ITS: [Signature]

ENT 14045:2007 PAGE 12 OF 12  
RANBLL AL COVINGTON  
STATE COUNTY RECORDER  
DATE FEB 11 2007 10:05 AM  
OFFICE OF THE COUNTY RECORDER

ACKNOWLEDGMENT:

STATE OF UTAH }  
COUNTY OF UTAH } S.S.

ON THE 6th DAY OF FEBRUARY A.D. 2007 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 2/2/10  
[Signature]  
NOTARY PUBLIC - (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY: