

WHEN RECORDED, RETURN TO:

Salisbury Homes
Attn: Rick & Chris Salisbury
494 West 1300 North
Springville, Utah 84663



ENT 7052:2010 PG 1 of 9
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Jan 26 4:39 pm FEE 72.00 BY SS
RECORDED FOR PROVO LAND TITLE COMPANY

PHEASANT VALLEY SUBDIVISION
FIRST AMENDMENT TO DECLARATION OF PROTECTIVE EASEMENT
COVENANTS, CONDITIONS AND RESTRICTIONS

Springville, Utah County, Utah

This First Amendment to the Declaration of Protective Easement, Covenants, Conditions and Restrictions (the "Amendment" or "Declaration") is made on the date hereinafter set forth by Tri-Equity Investments 1, LLC and Salisbury Development, L.C., hereinafter referred to as "Declarants" or "Successor Declarants" in their capacity as owners and developers of the Pheasant Valley Subdivision, a residential development in Springville, Utah County, Utah (the "Subdivision").

WHEREAS, the original Declaration of Protective Easement, Covenants, Conditions and Restrictions for the Pheasant Valley Subdivision (the "Original Declaration") was recorded with the Utah County Recorder on June 19, 2006 as Entry Number 76331:2006;

WHEREAS, section 4.4 of the June 19, 2006 Declaration provides for amendments to the Original Declaration;

WHEREAS, more than 2/3rds of the lot owners, the Successor Declarants, and the Architectural and Landscape Committee (the "ALC") have all approved of this Amendment. This Amendment has been signed and acknowledged by the Successor Declarants, the ALC, and the owner of more than 2/3rds of the lots, who all have approved the changes herein pursuant to the Original Declaration.

NOW THEREFORE, the following shall be considered the First Amended Declaration:

WHEREAS, Successor Declarants are the owners or has an interest in certain real estate in Utah County, State of Utah, which is more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOW THEREFORE, Successor Declarants hereby declare that all of the properties on said Exhibit "A" shall be held, sold or conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property, these easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

RECITALS

- A. The purpose of this instrument is to provide for the preservation of the values of lots and residential improvements within the Subdivision.
- B. The property which is to be held, transferred, sold, conveyed, and occupies subject to the provisions of this Declaration consists of the real property in Springville, Utah County, State of Utah described in Exhibit A attached hereto and made a part hereof, which comprises Plats "A" of the Subdivision: and all future Plats of the subdivision as they are processed through the planning and zoning department of Springville and recorded in the office of the Utah County Recorder (the "Public Records"):

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat of the Property:

RESERVING UNTO DECLARANTS, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (excluding residence dwellings) now or hereafter constructed thereon, as may be reasonably necessary for Declarants (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to construct and complete each and all of the other improvements described in recorded Plat, and to do all things reasonably necessary or proper in connection therewith.

- C. A subdivision plat entitled Pheasant Valley Subdivision, Springville, Utah County, Utah subdividing the property described herein, and in said Exhibit A hereto, into 47 lots (14 of which will be used for the construction of twin homes), and to which the provisions of this Declaration shall apply, is filed contemporaneously herewith.

NOW, THEREFORE, Declarants hereby state that all of the real property described in Exhibit A (sometimes herein referred to as "land", "real property", "lot", "plat", "Property", or "Subdivision") and in any future Subdivision Plats processed and recorded as hereinafter set forth in this Amendment, shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the 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 provisions of this of this Declaration will be deemed to be covenants, or equitable servitudes, as the case may be, running with the land, and shall be binding upon all parties having or acquiring any right, title or interest in the described land or any part thereof.

ARTICLE 1 – RESIDENTIAL AREA COVENANTS

1.1 ZONING. The Subdivision is zoned residential and is restricted to single family residential use pursuant to applicable provisions of Springville's zoning ordinances. No residence, nor any part thereof, shall be occupied by any person not coming within the definition of "Family" as such terms is intended and defined in such ordinances.

1.2 Subdivision Design Concept. It is intended hereby to create a single-family residential subdivision of homes which are all of a compatible design, size and value. All homes shall exhibit creative architectural design, with conventional construction methods. Pre-fabricated or pre-constructed homes are not permitted.

1.3 Architectural and Landscape Control. No Structure, building, landscaping, or other improvements shall erected, placed or altered on any lot until the construction plans and specifications therefore, and a plan showing the location of the proposed improvements upon the lot, have been approved by the ALC, as hereinafter, provided, as to quality of workmanship and materials; harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences, walls or landscaping shall be erected, replaced or altered on any lot unless similarly approved. No residential dwelling shall contain less square footage than the minimums set forth in this Declaration. NOTE: If the Declarant is completing the construction, or the improvement is being done while the Declarant owns the lot, plan submittal and approval by the ALC is not required.

1.4 Dwelling Quality and Size. The following subsections shall serve as minimum guidelines only.

1.4.1 General. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height, in addition to any basement or attic area, and must include a private garage on grade for not less than two vehicles. Carports and open storage areas are not permitted. Detached garages or accessory building will be allowed only if approved by Springville and the ALC.

1.4.2 Minimum Areas. A single story dwelling shall have finished main floor living area of not less than 900 square feet. A twin home shall have finished square footage of no less than 900 square feet. As used herein the phrase "main floor living area" shall mean any square footage above grade. The minimum square footages as required herein shall be deemed to exclude that of garages, porches, patios, verandas, balconies, basements, and steps. Any deviations from these requirements must be approved in writing by the ALC.

1.4.3 Elevations. Dwelling elevations shall vary from lot to lot and no elevation shall be duplicated on adjacent lots having common side lot lines.

1.4.4 Accessory Structures. Any detached accessory building permitted and erected on a lot pursuant to the guidelines set forth herein shall conform in design and materials with the primary residential dwelling on the lot.

1.5 As part of the submission to the ALC of plans and specifications for improvements to be constructed on any lot, there shall be a landscape plan which shall include for sprinkler, sod (or hydroseed), two 2" caliper trees, and drainage of surface water. If fencing it to be installed, it shall be included in the plans and submissions for improvements. White or tan vinyl fencing is allowed.

Other types of fencing are not allowed. No fencing is to be installed past the front corner of the home.

1.6 **Timely Construction: Material Storage.** Construction of all dwellings must commence within one year of the ALC approval or such approval will lapse. All dwellings under construction must: be completed pursuant to the plans and specifications submitted to the ALC within one year from the Commencement of any construction, or alteration, and any damage to public roads, public sidewalks or other public improvements within the Subdivision which occur during construction shall be repaired, or bonded therefore, prior to issuance of a certificate of occupancy. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is prepared to commence construction of improvements and plans have been approved by the ALC. Building Materials shall be placed only within the property lines of the lots upon which the improvements are to be erected.

1.7 **Signs.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six to eight square feet advertising the lot for sale or rent, or similar size signs used by a builder or realtor to advertise the lot during the construction and sales period. This provision shall not impair Declarants' rights to utilize larger signage for permanent entrance statements or for advertisement during constructions, development and marketing of the Subdivision lots.

1.8 **Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other domesticated household pets; provided that these are not kept, bred or maintained for any commercial purpose: and, provided further, that all pets kept outside must be restrained in a human manner, Kennels, runs, and leash areas must be kept clean and sanitary. No pets shall be kept in unreasonable numbers or against any provisions of the Springville ordinances as to type, licensing, etc.

1.9 **Utilities.** Utility easements are shown on the recorded Plat and all utility lines of any kind, including power, sewer, water and telephone shall be placed underground.

1.10 **Satellite Dishes/Antennae.** No satellite dishes or antennae shall be placed in the front set back or any area within public view. Any roof mounted antenna or equipment (air conditioning apparatus, etc.) shall be placed behind the roof ridge line so as not go be visible from the public roadway. Evaporative coolers or window-mount air conditioners shall not be utilized.

1.11 **Garbage and Refuse.** No trash or any other refuse shall be dumped, thrown or otherwise disposed of on any lot or portion thereof. All lot owners shall subscribe to the disposal service utilized throughout Springville.

1.12 **Temporary Structures.** No Structures of a temporary character (trailer, basement, tent, shack, garages, barns or other outbuilding) shall be used on any lot any time as a residence.

1.13 **Fencing.** No fence, wall, hedge or other dividing structure shall be permitted on a lot within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All fences must conform to Springville ordinances and be approved in writing by the ALC prior to installation.

1.14 **Parking and Vehicle Storage.** No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles or trucks shall be

parked or stored on the front yard setback of any lot, or within the side yard building setback of any lot, or within the side yard building setback on the street side of a corner lot, or on a residential street within the Subdivision, except while engaged in transect business. Trailers, mobile homes, trucks under three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, or maintenance equipment of any kind, shall be parked or stored behind the front yard setback in an enclosed area screened from street view. The storage or accumulation of junk trash, manure, fuel or other inflammable matter, or other offensive or commercial material is prohibited.

1.15 Maintenance. Every lot, including the improvements and landscaping thereon, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition at all times.

1.16 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may become an annoyance or nuisance to the Subdivision including noisy or unruly pets.

ARTICLE II – ARCHTECHTURAL AND LANDSCAPE COMMETTEE (“ALC”)

2.1 The ALC shall be composed of three persons of Declarants’ choosing who may or may not be lot owners. The initial ALC shall be Rod Staten, Rick Salisbury, and Chris Salisbury who shall serve in such capacity for a minimum of one year and no more than 2 years from the date of the recordation of this documents whereupon a majority vote of the residents of the subdivision shall decide on a new 3 member ALC who must be residents of the subdivision. A majority of the ALC members may designate a representative to act for the ALC without in any way relieving any owner from compliance with the requirements set forth in this Declaration. In case of a vacancy on the ALC which remains unfilled for 30 days, the remaining members shall have full authority to designate a successor. Neither the members of the ALC nor the ALC’s designated representatives shall be entitled to compensation for services performed pursuant to the Declaration. Neither the members of the ALC, nor its designated agent, assumes any personal liability for actions taken on behalf of the ALC, and they shall be held harmless from damages, including attorney’s fees and costs, for actions taken or decisions made by the ALC. If all of the lots within the Development owned initially by Declarants have been sold prior to the expiration of the initial ALC members’ terms, Declarants shall appoint a successor ALC comprised of residents of the Community. Thereafter, the ALC member shall be elected by a majority vote of residents of the Community for two-year terms. The ALC shall at all times have three members. Except for the initial members of the ALC, all members shall be residents of the subdivision at the time of their appointment and during their tenure.

2.2 Standards. In deciding whether to approve or disapprove plans and specifications submitted, the ALC shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on lots within the subdivision conform to the requirements set forth herein, and that they harmonize with existing surroundings and structures. If any structure hereafter constructed on any lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style, and be approximately the same size as the prior structure, and if the plans and specifications therefore meet such criteria, the ALC must approve the same.

2.3 Procedures. The ALC shall act within a reasonable time on any submittal, and shall document its action in writing to be held as a permanent record, with copies to parties concerned and on file. The requirements for preliminary plans and final working drawings shall be those

prescribed by the ALC in writing and given to lot owners at the time of their lot purchase, or at any time, from time to time. An owner whose plans or other request are rejected shall meet with the ALC at the ALC invitation and shall be informed of the nature of the cause for rejection so that necessary remedial action might be taken. In the event the ALC fails to approve or disapprove such plans and specifications within 30 days after the same have been submitted to it, the plans shall be deemed approved, except as to such matters that are prohibited herein or in the ALC specifications referred to in Section 5.1.3 or by the ordinances of Springville.

2.4 Submittals. All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the ALC in duplicate and be accompanied by a written request for approval. As long as Declarants have the right to choose the members of the ALC, the address for submittals to the ALC pursuant to this Declaration shall be that of Declarants. The ALC approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval, corrections, or modifications, and the date thereof, affixed to one copy of such plans and specifications. A duplicate copy of such action and the other copy of plans and specifications shall be retained by the ALC for its permanent records.

ARTICLE III – GENERAL PROVISIONS

3.1 Nature of Subdivision. The subdivision contains no areas common to all lot owners. Therefore, all lot owners must obtain, pay for and keep in force their own hazard and liability insurance coverage with respect to their residences and lots.

3.2 Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. The ALC or any of the lot owners shall have the right, but not the obligation, of enforcement as described in this Section 3.2. The successful party in any such proceedings shall be entitled to reasonable attorneys fees and costs incurred, whether such proceedings are by suit or through alternative dispute resolution.

3.3 Term. The Provisions of this Declaration shall run with the land in perpetuity from the date of its recording but may be amended or supplemented as provided herein.

3.4 Amendment. This Declaration may be amended by a written instrument executed by the then record owners of at least two-thirds (2/3) of the lots within the Subdivision and upon recording the same with the Recorder of Utah County, Utah, provided, however, that until at least 100% of the lots in the Subdivision have been conveyed by Declaration, only Declarants shall have the right to make and effect such amendments and record such instruments.

3.5 Interpretation. In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Springville zoning and subdivisions ordinances, as amended from time to time, then the Springville zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

3.6 Covenants to Run with Land. This Declaration and all the provisions hereof, whether deemed or express, are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarants and any and all parties who have acquired, or who shall hereafter acquire, any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal

representatives, successors and assigns. Each present and future owner, mortgagee, tenant or occupant of a lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring an interest in a lot or dwelling within the Subdivision thereby consents to and agrees to be bound by all of the provisions of this Declaration.

ARTICLE IV-SUPPLEMENTAL DECLARATIONS

4.1 Future Plats. Following their approval by Springville, future Plats of the Subdivision shall be made subject to the provisions of this Declaration upon concurrent recordation thereof in the Public Records of a Supplemental Declaration containing the following information:

4.1.1 The sequential and alphabetical name of the subdivision Plat, and the numerical number of the Supplemental Declaration;

4.1.2 Amendments or clarifications to the Declaration, if any.

4.2 Availability of Copies. Copies of all recorded Supplemental Declarations shall be attached to all copies of the recorded Declaration and made available to all new lot purchasers in connection of such purchase, and to current lot owners in the Subdivision upon request at a reasonable cost.

IN WITNESS WHEREOF, Declarants execute this Declaration as of the date first above written.

DECLARANTS:

[Signature]

manager *Tri-Equity Investments*
Tri-Equity Investments 1, LLC

[Signature]

Salisbury Development, L.C.

STATE OF UTAH)

)ss

COUNTY OF SALT LAKE)

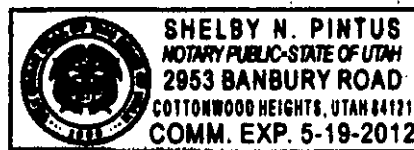
On the 26 day of January, 20010, personally appeared before me Rodney Staten, known to me to be the Manager of Tri-Equity Investments 1, LLC, who subscribed the said name to the foregoing instrument, acknowledged to me that they executed the same in said name and that said executed the same.

[Signature]

NOTARY PUBLIC

Residing At: Cottonwood Heights, UT

Commission Expires: 5.19.2012



STATE OF UTAH)

)ss:

COUNTY OF SALT LAKE)

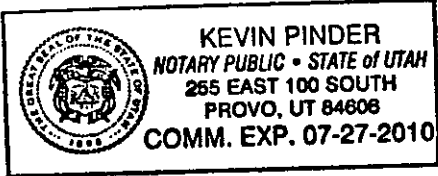
On the 21st day of January, 2010 personally appeared before me RICK SAUSBURY, known to me to be the MANAGER of Salisbury Development, LC and who subscribed the said name to the foregoing instrument, acknowledged to me that they executed the same in said name and that said executed the same.

Kevin Pinder

NOTARY PUBLIC

Residing At: ORON, UT

Commission Expires: 7/27/10



(Attached Exhibit "A")

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47, Plat "A", Pheasant Valley Subdivision, Springville, Utah County, Utah, according to the official plat thereof recorded in the office of the Utah County Recorder's office.