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DECLARATION OF PROTECTIVE COVENANTS OF  
ASPEN MEADOWS PLAT "A"

CITY OF SPANISH FORK  
UTAH COUNTY, UTAH

ENT 40780:2001 PG 1 of 10  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Apr 30 10:00 am FEE 67.00 BY AB  
RECORDED FOR SPANISH FORK CITY

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned, Cabin Creek Enterprises, an L.L.C. (hereinafter referred to as the "Company") is the owner of all of that certain Subdivision known as Aspen Meadows, Plat A , to wit Lots 1-40, Utah County, Utah; and WHEREAS, the Company is desirous of maintaining said Subdivision as a residential district of the highest standard in which each owner of a Site (as hereinafter defined) in said subdivision shall enjoy maximum livability and freedom with respect to the use of said Site, subject only to due regard for the equal rights of the owners of Site in said Subdivision;

NOW THEREFORE, in consideration of the premises, the Company, for itself, its successors and assigns, and for itself and its grantees, does hereby impose upon said lots, of said Subdivision, the following reservations, conditions, stipulations and protective covenants, established for the purpose of enhancing the value, desirability, & attractiveness of the property, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the owner at any time of any Site in said Subdivision and such owner's heirs, legal representatives, successors and or assigns. It is the intent of these restrictions and covenants to create a development of custom style homes. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes will not be allowed.

## DEFINITIONS

As used in these protective covenants, the term "Building Site", (hereinafter referred to as the "Site") shall mean any lot shown on the recorded plat of Aspen Meadows, Plat A. The following conditions, stipulations and protective covenants are hereby imposed upon all sites in said Subdivision;

1. Zoning ordinances, rules and regulations of the City of Spanish Fork, Utah, are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements different than the zoning ordinances, rules and regulations, the most restrictive shall apply.
2. All Sites in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any Site other than a private family dwelling, together with a private garage and such outbuildings as are customarily appurtenant to such a dwelling. An "out-building" as the word is used herein is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.
3. An owner or resident on a Lot may use a portion of a single-family house located on a Lot for home office use to conduct a trade or business if the house is primarily used for residential purposes and the trade or business activity: (a) is merely incidental to the residential use of the Lot; (b) consists of typical office uses only and is used only by residents of the house; (c) does not include any other commercial uses, including, without limitation, manufacturing, production, repairs, warehousing or boarding; (d) is not apparent or detectable by sight, sound or smell from the exterior of the house; (e) conforms to all zoning requirements for the Project and all other applicable laws, ordinances, rules, and regulations; and (f) is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use, including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot as may be determined by the Architectural Control Committee, in its sole and absolute judgement and discretion.

4. No cows, pigs, horses, chickens, poultry, rabbits or other livestock shall be raised, grown, bred, maintained or cared for upon any Site other than as after herein provided; provided, however, that nothing herein contained shall prevent any owner of any Site from maintaining, keeping and caring for domestic household pets not for commercial purposes.

5. No building, fence, wall or other structure shall be commenced, erected, or maintained unless said structure's nature, kind, shape, height, material, floor plan, exterior color scheme, location, grading plan and finished grade elevations is in conformity with the general architectural design, landscaping plan and aesthetic characteristics of the subdivision. The park strip in front of all lots will be required to be grass and have a minimum of two {2} approved trees.

6. In order to better define "superior architectural design" as used on page one, yet so as to not limit the "house to house" diversity desired, a structure's conformity with the CC&R's will be determined by the point system outlined below. The list below does not cover all areas of construction, but is a rough outline of the different areas affected in the overall "curb appeal" of a home. If a homeowner has a certain feature that adds "curb appeal" to their home, and it is not listed, a builder simply needs to appeal in writing to the developer {or architectural control committee} explaining the items that make their home unique. A point value will be agreed upon, and incorporated into the total point value of their particular home. A home must have a minimum of **30 points**.

**FOUNDATION**

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|---|--------------------|----------------------|
| 1. Every 2.5 feet over the minimum setback for the front yard |                    | 2 points max of 6pts |
| 2. Foundation corners   |                    |                      |
|   | 8-10 Corners       | 3 points             |
|   | 11-13 Corners      | 5 points             |
|   | 14 or more Corners | 7 points             |

**GARAGE** Minimum of a two car garage

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|---|---------------|
| 1. Garage setback 3-4 ft or 5 or more ft from front of living space | 5 or 7 points |
| 2. Side entrance garage   | 5 points      |
| 3. 3 car garage   | 5 points      |

**SQUARE FOOTAGE** {max of 16 points}

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|----------------|---|----------|
| 1. Rambler     | Minimum of 1300 sq ft on the main         | 2 points |
|                | Every 50 sq ft over the minimum           | 1 point  |
| 2. Split-Level | Minimum of 1300 on combination main floor | 2 points |
|                | Every 50 sq ft over the minimum           | 1 point  |
| 3. 1 ½ Story   | Minimum of 1000 sq ft on the main         | 5 points |
|                | Every 50 sq ft over the minimum           | 2 points |
| 4. 2 Story     | Minimum of 1000 sq ft on the main         | 8 points |
|                | Every 50 sq ft over the minimum           | 2 points |

**GROUND LEVEL EXTERIOR**

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|--|-------------------------------|------------|
| 1. Every front elevation "knock-out"                               |                               | 3 points   |
| 2. Covered front porch over 80 sq feet                             |                               | 4 points   |
| 3. Unique window package affecting most windows on front elevation |                               | 1-4 points |
| 4. Courtyard over 100 sq feet                                      |                               | 4 points   |
| 5. Brick & Stone   |                               |            |
|  | Entire ground level           | 10 points  |
|  | Front face only               | 3 points   |
|  | Wainscoat surrounds the house | 3 points   |
|  | Wainscoat front face only     | 1 point    |
| 6. Stucco  |                               |            |
|  | Entire home                   | 4 points   |
|  | Front face only               | 2 points   |
| 7. Siding  |                               | 0 points   |

Deviations from these standard features for Brick & Stone, Stucco, and Siding will be determined on a percentage basis.

**ROOF** No rooftop, window or wall mount evaporative coolers will be allowed

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|--|----------|
| 1. Every front elevation gable or front facing hip                                 | 3 points |
| 2. Every dormer window   | 3 points |
| 3. Each step over 1 step in a multi-stage roof                                     | 2 points |
| 4. Roof ends are hipped instead of gabled  | 2 points |
| 5. Every full increment increase in the pitch of the roof {6/12 to 7/12} over 5/12 | 2 points |

7. Building construction on the twin home lots will be required to adhere to the following restrictions:

Each side of a rambler home needs to be a minimum of 1200 sq foot on the main level

Each side of a multi-level home needs to be a minimum of 900 sq foot on the ground level

Each side of the home needs to have a double car garage

Each side of the home needs to have a front elevation "knock out"

The entire ground level of the building needs to be brick  
Second story and accents can be stucco

Final plat "A" lots #1, #18, #19, & #26 cannot erect a fence in the side yard adjacent to 1400 East.

8. Fencing. No fence, wall, hedge, or dividing structure higher than 3 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. Fences must be vinyl, ornamental iron, masonry block, or a "monster wood fence."

9. Maintenance. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right of way (including sidewalks) for any period of time. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

10. All landscaping must be installed and operative within one year from the date an occupancy permit is issued by the city to each individual dwelling. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the front yard. The Landscaping shall include 3 trees per lot. The planter strip shall be grass and have a minimum of two approved trees.

11. No radio, short wave, television, or other type of antenna shall be installed on the exterior of any building.
12. Trash containers must be concealed from view by an acceptable enclosure.
13. No tanks, which extend above the ground shall be erected, placed or permitted upon any site.
14. Fruit trees and shade trees may be planted. The following shade tree species Lombardy and Carolina poplars, American and Chinese Elms and Cottonwoods may not be planted.
15. All clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.
16. No temporary house, trailer, tent for dwelling purposes or other out-building shall be placed or erected on any Site and no dwelling shall be occupied in any manner at any time prior to completion.
17. The construction or maintenance of billboards, "for rent" or "for sale" signs larger than six (6) square feet, poster-boards or advertising structures of any kind, except those belonging to the company or its duly authorized agent, on any Site in said Subdivision is prohibited.
18. No tractors, trucks (except pickups), construction equipment, Farming equipment, or other commercial vehicles and no campers, mobile homes, motor coaches, trailers, boats, horse trailers, or other similar recreational equipment shall be kept or maintained on any site or on any street in the subdivision unless such equipment is parked in garages or screened areas within owner's yard.
19. Spanish Fork City shall be authorized, but not required, to enforce Paragraph 6 & 7 of

this Agreement through the issuance of building permits.

ARCHITECTURAL CONTROL COMMITTEE

20. The Architectural Control Committee shall be composed of three members, selected by the Company. The members may be removed at any time by the Company and in the event of such removal or the death, incapacity or resignation of any one of the members, the Company shall have full authority to designate a successor who in like manner, may be removed at any time by the Company. The Company may designate a person to serve on the Committee during the temporary absence of any of the members. The removal of members, the appointment of successors, members and designation of such temporary members of such Committee shall all be made by the Company by the execution, acknowledgment and recording of an appropriate instrument in writing for any such purpose. The Committee may charge a fee not exceeding \$25.00 for the review of each set of plans and specifications submitted. Such charges shall be paid by the person or persons submitting such plans and specifications for approval. A quorum at any meeting of such Committee shall consist of at least two of the members thereof and any decision shall be reached by the affirmative vote of a majority of such members present. When all of the Sites in said Subdivision shall have been sold by the Company, then the owners of a majority of the Sites shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee. As new members are appointed by the property owners they shall each serve for a term of two years. Successors shall be appointed by the owners of the property at duly arranged meetings of the Owners.

All plans, specifications and plot plans, including exterior material and color selections, seeking an exception to the restrictions contained in this Declaration must be submitted to the committee in duplicate and be accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof

affixed to one copy of such plans and specifications. In the event the committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then the plans shall be deemed approved. The Committee or its duly authorized representatives shall not be liable, in any manner, for any action or failure of action taken in these premises. The Architectural Control Committee need only approve plans that are seeking an exception to this Declaration as recorded. . .

21. Notwithstanding any other provision of this Declaration to the contrary, a Developer shall have the right to maintain model homes on Lots owned by the Developer and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes, provided the construction, operation, and maintenance of such model homes otherwise complies with all provisions of the Declaration. Any home constructed as a model home shall cease to be used as a model home at any time the Developer is not actually engaged in the construction or sale of Residential Units in the Project. Notwithstanding any other provision of the Declaration to the contrary, a Developer may store supplies of brick, block, lumber and other building materials on a Lot owned by the Developer. In addition, normal construction activities of the Developer in connection with the construction of Improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. A property owner shall keep the Lots in a clean, safe and neat condition free of weeds, trash and debris.

22. In interpreting this document as it pertains to city zoning and subdivision ordinances, if there are any discrepancies between this document and the Spanish Fork City zoning and subdivision ordinances, as amended from time to time, then the Spanish Fork City zoning and subdivision ordinances shall control such interpretation and the meaning of any terms or definitions hereof, unless the requirements of this document are more strict. In said event, this document shall control.



23. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The Architectural Control Committee or any of the other lot owners shall have the right, but not the obligation, of enforcement as described above.

24. The Declaration hereby submits and subjects the real property located in Spanish Fork, Utah County, Utah and more particularly described on Exhibit A, attached hereto and by reference incorporated herein, the improvements, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, improvements, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

25. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the above described real property and any improvements (including Residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the Residences and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Plat recorded concurrently herewith or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate, and such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant.

26. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or 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 Unit shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot or Unit thereby consents to and agrees to be bound by all of the provisions of this Declaration.

Dated the 4 day of <sup>April</sup> ~~March~~, 2001.

CABIN CREEK ENTERPRISES, L.L.C

John D. Smiley  
By: John D. Smiley - Managing Member

STATE OF UTAH     )  
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COUNTY OF UTAH    )

On the 4 day of <sup>April</sup> ~~March~~, 2001 John D. Smiley personally appeared before me, a Notary Public, of the State of Utah, John Smiley who being duly sworn did say, that he is the Managing Member of Cabin Creek Enterprises, L.L.C., and that the within and foregoing instrument was signed in behalf of said company by authority of its Operating Agreement.

Marlo Smith  
Notary Public

My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

