
AMENDED & RESTATED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
VAL VISTA PARK
A Planned Unit Development

ENT 22330:2004 PG 1 of 51
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 27 4:22 pm FEE 321.00 BY SN
RECORDED FOR VAL VISTA PARK HOA

THIS DECLARATION (the "Declaration") is made this 15th day of February, 2003, by Val Vista Park Homeowners' Association, Inc., a Utah non-profit corporation (the "Association") and the undersigned owners in any of the plats of Val Vista Park, a Planned Unit Development, in American Fork, Utah (the "Development").

RECITALS

- A. American Springs Development, L.L.C. and Patterson Construction Inc. (collectively referred to hereinafter as the "Declarant") developed Val Vista Park Development, which is located in American Fork City in the County of Utah, State of Utah, and encompasses the following described property (the "Property"):

Beginning at a point which is North 16.57 feet and East 1599.96 feet from the West quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 00 deg. 18'02" West 1324.07 feet; thence South 89 deg. 23'56" West 263.38 feet; thence North 01 deg. 51'12" East 118.86 feet; thence North 00 deg. 26'31" West 1058.44 feet; thence South 55 deg. 52'24" East 45.79 feet; thence South 54 deg. 35'14" East 133.95 feet; thence South 69 deg. 41'10" East 192.11 feet; thence South 76 deg. 15'51" East 306.46 feet; thence South 75 deg. 03'24" East 564.11 feet; thence South 22.39 feet; thence South 75 deg. 06'30" East 5.62 feet; thence South 02 deg. 08'10" West 117.62 feet; thence South 00 deg. 31'54" West 644.717 feet; thence South 01 deg. 08'21" West 66.637 feet; thence South 00 deg. 38'23" West 50.22 feet; thence South 00 deg. 25'30" East 1198.11 feet; thence South 89 deg. 24'24" West 897.44 feet to the point of beginning.

- B. Declarants have filed multiple plats on the Property with the following existing as of the date of this Declaration: Plat "A" 2nd Amendment, Plat "B", Plat "C", Plat "D" and Plat "E".
- C. In addition, the Declarants also filed with the Utah County Recorder multiple declarations of easements, covenants, conditions and restrictions ("Prior Covenants"). The Prior Covenants were first recorded on May 15, 1996 as Entry No. 40688 in Book 3970 at Page 8, and second recorded on March 12, 1997 as Entry No. 18459 in Book 4212 at Page 859, and third recorded on March 31, 1997 as Entry No. 23352 in Book 4228 at Page 460, and fourth recorded on June 23, 1998 as Entry No. 62280 in Book 4678 at Page 378 and lastly recorded on April 21, 2000 as Entry No. 31216:2000.
- D. The Association and undersigned owners desire to amend and restate the Prior Covenants as permitted by Article X (now Article IX). This Declaration is intended to replace the Prior Covenants.

ARTICLE I

PURPOSE AND EFFECTUATION

- 1.1 Purpose: The purpose of this instrument is to provide for the maintenance and preservation of the value of Lots and Common Areas within the Development.
- 1.2 Replacement & Revocation: This Declaration amends, replaces and supersedes all Prior Covenants with the specific intent of retaining the priority date of May 15, 1996, the date of the recording of the first set of Prior Covenants. The Association and undersigned Owners hereby revoke the submission to and withdraw the Property and Development from the Utah Condominium Act set forth in the Prior Covenants under then Article III.
- 1.3 Effectiveness: As of May 13, 1996: (a) Each part of the Development and each Lot and improvement constructed thereon lying within the boundaries of the Development shall constitute constituent parts of a single planned unit development; (b) The Development shall consist of the Lots and Common Areas described and depicted on any plat affecting the Property; (c) This Declaration may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) The Plats affected by this Declaration are Plat "A" 2nd Amendment, Plat "B", Plat "C", Plat "D" and Plat "E", Val Vista Park, a Planned Unit Development, American Fork, Utah, filed for record in the office of the Utah County Recorder.
- 1.4 The Owners and Declarant hereby convey and transfer to the Association all of their right, title and interest in the Property, excepting therefrom all Lots and Pads and property dedicated to the public. In addition, the Owners and Association and Declarant hereby convey and transfer to the Owner of each Pad all of their right, title and interest in the Limited Use Common Area of each Pad. The consequence of these conveyances is that each Owner of a Pad is the owner of his Pad in fee simple and the Association is the owner of the Common Area in fee simple.

ARTICLE II

DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

- 2.1 Association shall mean Val Vista Park Homeowners' Association, Inc., a Utah non-profit corporation.
- 2.2 Board shall mean the Board of Directors of the Association.
- 2.3 Corporation shall mean VAL VISTA PARK HOMEOWNERS' ASSOCIATION, INC., a Utah non-profit corporation, its successors and assigns.
- 2.4 Common Areas shall mean the following parcels designated on any Plat affecting the Property:
 - (a) All Common Areas.
 - (b) All improvements constructed on the Common Areas for common use.

- (c) All portions of the Development not specifically included within the individual Lots or Pads.
- (d) All other parts of the Development normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

The Common Areas shall be owned by the Association for the benefit, use and enjoyment of the Owners owning Lots and persons residing within the Development.

- 2.5 Declaration shall mean this “Declaration of Easements, Covenants, Conditions and Restrictions for Val Vista Park, a Planned Unit Development” as the same may be subsequently supplemented or amended in accordance with paragraph 9.2.
- 2.6 Development shall mean the Planned Unit Development known as Val Vista Park as it exists at any given time.
- 2.7 Limited Use Common Areas has constituted the entire width of the front 25 feet of each Pad identified in Plat “A” 2nd Amendment and Plat “D” of the Development. By paragraph 1.4, the Owner of the Pad is the fee simple owner of the Limited Use Common Area located within his Pad. The Association shall not be responsible for landscaping the Common Area between or adjacent to Pads.
- 2.8 Lot shall mean any of the separately numbered and individually described parcels of land within the Development as designated on Plat “A” 2nd Amendment, Plat “B”, Plat “C”, Plat “D” and Plat “E”. Each lot is intended for single-family residential use unless designated for single-family twin home residential use. The use of the term “Lot” shall include the term “Pad”. An acceptable form for the description of any Lot or Pad in any plat of the Development may be as follows:

 Lot __, Plat __, VAL VISTA PARK, a Planned Unit Development, according to the official plat thereof recorded in the official records of the Utah County Recorder. Together with a membership interest in Val Vista Park Homeowners’ Association, Inc. identified by that certain Declaration recorded ____ as Entry No. _____.
- 2.9 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the Utah County Recorder’s office) of a whole or undivided fee simple interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no trustee or beneficiary of a deed of trust shall be deemed an owner unless such party acquires fee simple title pursuant to a foreclosure sale or conveyance in lieu thereof. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.
- 2.10 Pad shall mean Lots 91 through 103 within Plat “A” 2nd Amendment and Lots 76 through 90 within Plat “D”.
- 2.11 Plat shall mean any subdivision plat covering the Property including “Plat ‘A’ 2nd Amendment, Plat ‘B’, Plat ‘C’, Plat ‘D’ and Plat ‘E’, Val Vista Park Planned Unit Development, American Fork City, Utah County, Utah,” prepared and certified to by Stephen Sowby (a duly registered Utah Land Surveyor holding Certificate No. 150357), executed and acknowledged by Declarant, accepted by American Fork City, and filed for record in the office of the County Recorder of Utah County, Utah.
- 2.12 Property shall mean all land described in Recital A above in this Declaration.

- 2.13 RV Lot shall mean Lot 120, Plat "C", Val Vista Park.
- 2.14 Reimbursement Assessment shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the corporation for costs incurred in bringing the Owner or his Lot into compliance with the provisions of this Declaration, or rules and regulations of the Corporation, or any other charge designated as a Reimbursement Assessment in this Declaration, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provisions of this Declaration.

ARTICLE III

USE RESTRICTIONS AND COVENANTS

- 3.1 Easement for Encroachment: If any existing improvement on any Lot encroaches upon any part of the Common Area, an easement for such encroachment and for its maintenance and repair shall and does hereby exist. Except for existing encroachments onto the Common Area, no future encroachments shall be permitted on any portion of the Common Area. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the buildings on the Lot or Pad. This provision may be waived, in writing, by the Association at any time with respect to any Lot.
- 3.2 Easement for Utility Services: There is hereby created a blanket easement upon, across, over and under the defined Common Area described in the Plat for egress, ingress, installation, replacing, repairing and maintaining all utilities, including but not limited to roadways, water, sewer, drainage, gas, telephone, cable, fiber optic, electricity, and other utility services. Other utility easements are designated on the plats for the Development.
- 3.3 Use of Lots and Common Areas:
- (a) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests, or invitees without the prior written consent of the Board. The Board may, by rules and regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of a majority of the Owners or protecting the Lots or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.
 - (b) Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would result in the increase of the rate of the insurance on or cancellation of the insurance on the Common Areas or any part thereof. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any guest or invitee or tenant of any Owner. Each Owner hereby indemnifies and holds the Board and other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, guests or tenants. No noxious, destructive or offensive activity shall be engaged in on any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Development.
 - (c) No Owner shall violate the rules and regulations for the use of the Lots and Common

Areas as adopted from time to time by the Board.

- 3.4 **Building Use:** All residential structures on any Lots shall be used solely as single-family residences. All Lots shall be used only for custom built residential homes.
- 3.5 **Temporary Residences:** No trailer, basement, tent, accessory building, or other structure of any kind shall be used on any Lot as a residence, either temporarily or permanently.
- 3.6 **Obstructions to Vision at Intersections:** Except for the fence on the RV Lot, no fence, wall, hedge, tree, shrub, planting, or other structure, which unduly obstructs lines-of-sight, shall be placed or permitted to remain on any corner formed by the intersection of streets. The Board, in its sole discretion, shall determine whether an obstruction creates a safety hazard.
- 3.7 **Nuisance:** No offensive noise, noxious or otherwise offensive activities, nor commercial businesses or trades shall be conducted upon any Lot. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to unduly disturb residents of adjacent or nearby property. No horses, trail bikes, minibikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Development other than on public roads and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the reasonable quiet enjoyment of the persons on any adjoining or nearby Lots.
- 3.8 **Refuse and Rubbish:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept in an inconspicuous place on the Lot. No weeds, trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon any Lot and visible from public streets or from other Lots within the subdivision. During construction, the Owner shall keep a dumpster or equivalent on the Lot to prevent litter and unsightly appearance and shall timely dispose of trash, debris, garbage, and waste building materials.
- 3.9 **Signs:** Except for project signs of Declarant, all signs displayed must be approved by the Board. This covenant does not preclude the display of customary 18" x 24" builder or real estate signs; however, the Board shall not require real estate signs to be smaller than provided herein. The Board reserves the right to make exceptions to size requirements. The Board may require modification or removal of any signs deemed not in keeping with the appearance of the Development. In addition, the Board reserves the right to place signs on any Lot in the Development as the Board deems necessary for safety or traffic guidance. The Association shall maintain all entrance signs, monuments and structures located on the Common Area, pay utility bills, and pay all expenses related thereto.
- 3.10 **Clothes Drying Area:** Exterior clotheslines are prohibited.
- 3.11 **Utilities:** All utility lines, including service lines of whatsoever kind or nature, shall be underground on all Lots within the Development. It shall be the responsibility of each Owner to extend underground service lines to his house from existing lines.
- 3.12 **Animals:** No animals, poultry or livestock of any kind shall be housed, raised or kept, either temporarily or permanently, on any Lot except commonly accepted non-exotic, domestic household pets. Owners shall keep their pets under control and prevent them from running loose. No pets may be kept or maintained for any commercial purposes or in violation of any applicable

rules and regulations of the Association. Kennels for the raising, breeding and boarding of animals are prohibited.

- 3.13 Party Wall in Twin Homes: There is a party wall in the basement of the twin homes in the Development. The Owners of each twin home agree to maintain and repair the party wall. If the party wall is destroyed or damaged by the negligent or intentional act of only one of the Owners, that Owner shall immediately: (a) repair or rebuild the wall to a condition equal to or better than its previous condition; and (b) compensate the other Owner for any damage he suffers. If neither Owner is at fault for the damage or destruction to the party wall, then both Owners shall equally pay to rebuild or repair the wall to a condition equal to or better than its previous condition.

ARTICLE IV

BUILDING RESTRICTIONS AND COVENANTS

- 4.1 Building Type: Unless the Board approves it, no structure shall be erected, altered, converted, placed or permitted to remain on any Lot that exceeds two and one-half (2-1/2) stories in height, together with attached garage and any related structure approved by the Board. No structure may be erected prior to construction of the main dwelling. The Development is intended only for custom built homes of harmonious design to complement the natural terrain and other homes constructed in the Development. No mobile homes, pre-manufactured homes, or domes shall be approved.
- 4.2 Dwelling size: The minimum size of the dwellings is not the only criteria used in the decision to approve or disapprove plans. Plans which meet the minimum size requirement may be disapproved based on other criteria. The size of the dwelling was established primarily to reflect the Declarant's intent regarding the quality of the Development. Recognizing that size is not necessarily indicative of the quality, the Board may grant reasonable requests for variances to size criteria or give credit for special construction amenities when, in its opinion, such variances and credits enhance the quality and compatibility of the structure and the Development.
- (a) The following shall apply to all Lots except twin home lots: The finished enclosed living area shall not be less than twenty-six hundred (2,600) square feet (NOT including the basement) for a multi-level dwelling, but the ground floor finished enclosed living area for a dwelling of more than one level shall be not less than thirteen hundred (1,300) square feet. The main level of a ranch style dwelling, exclusive of garages and porches, with a basement shall not be less than eighteen hundred (1,800) square feet and the total square footage of the dwelling shall not be less than twenty eight hundred (2,800) square feet including basement. The Board may treat a bi-level dwelling or a dwelling with walkout basement as a single or multi-level building depending upon its appearance, size, location and amount of finished interior space. Attached garages are required for all dwellings and shall be of size to accommodate not less than three cars unless the Board grants a variance.
- (b) The following shall apply to all the twin home lots: The finished, enclosed living area of the main dwelling structure, excluding garages and porches, shall be no less than fifteen hundred (1,500) square feet on one level per residential dwelling unit, not including basement and not less than twenty-four hundred (2,400) square feet including basement. The committee may treat a bi-level dwelling or a dwelling with a walkout basement as a single level or multi-level building depending upon its appearance, size, location and amount of finished interior space. Attached garages are required for all dwellings and shall be of size to accommodate not less than two cars.

- 4.3 Building Location: When the house plans are submitted, there shall be submitted to the Committee, as defined in Article VI, a separate plot plan showing the planned location of all improvements contemplated upon the Lot. The Committee may alter the site location or deny construction if, in the opinion of the Committee, the proposed site location would unduly interfere with adjoining Lots as to view, proximity, terrain or construction whether existing or proposed. Buildings should be located on Lots in such a way as to minimize damage to existing landscaping.
- 4.4 Setbacks: The dwelling and attachments shall not be constructed within twenty-five feet (25') of the front Lot line.
- 4.5 Time of Construction: The Owner shall complete construction of the dwelling and landscaping within twelve months after initiating any construction on any structure, residence, or accessory building. The Board may extend, in writing, the time for completion if unusual circumstances arise. In no event, other than inclement weather, shall final grading and clean-up (debris, stumps, limbs, leftover building items, etc.) be delayed more than thirty (30) days after completion of a dwelling.

If the construction of any structure is abandoned, the Board shall have the authority to remove or complete all or portions of such structure to prevent an unsafe or depreciating condition. The Association shall mail to the Owner, at his last known address, its notice of intent to charge Owner a Reimbursement Assessment for removing or completing the construction. The Association shall also cause the Notice of Intent to be posted on the Lot ten (10) days prior to such action. In the event that such removal becomes necessary, the Owner of the Lot shall be liable for all costs of such work, together with costs of collection and attorney's fees, which costs shall constitute a lien which shall be recorded against said Property, and shall be due and payable immediately and bear interest at the rate of eighteen percent (18%) per annum, before and after judgment, from the date the lien is filed until paid.

ARTICLE V

ASSESSMENTS

- 5.1 Membership in Association: Each Owner of a Lot or Pad shall be a member of the Association. Where more than one person owns a Lot or Pad, there shall be but one vote among all of the Owners.
- 5.2 Obligation for Payment of and Lien for Assessments: Each Owner, by acceptance of a deed for his interest in a Lot, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all assessments, dues, charges, fees, fines, and other sums which are described in this Declaration (hereinafter collectively called the "Assessments"). The Assessments shall be both a personal obligation of the Owner and, as provided herein, a lien against his Lot. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments. The lien for delinquent Assessments shall remain a lien, until paid, on the Owner's Lot even after the Owner has transferred title to another. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of any Common Areas or services, by abandonment or leasing or sale of his Lot, or by asserting any claims against the Association.
- 5.3 Purpose of Assessments: The Assessments levied by the Association shall be used to promote the health, safety and welfare of the Owners and for the enjoyment of the Common Areas and Development by the Owners.

- 5.4 Monthly Association Dues: The Board shall set the rates for monthly dues. The monthly dues shall be used for the payment of common expenses. These expenses include, but shall not be limited to: (a) expenses of management of the Association and its activities; (b) taxes and special governmental assessments upon the Association's real and personal property; (c) premiums for all insurance; (d) expenses required by statute or first mortgages; (e) expenses for maintenance, repairs and replacement of improvements on the Common Areas; and (f) any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners pursuant to this Declaration.
- 5.5 Procedure for Collection of Monthly Association Dues: The Assessments shall accrue monthly but be paid quarterly. A quarterly statement shall be sent to each Owner about 15 days before the quarterly payment is due. An Owner may elect to pay his share of the monthly dues annually. An annual payment of dues shall receive a five percent (5%) discount off of the annualized monthly dues. The Association may furnish to an Owner, upon written request delivered to the Association's registered agent, a written statement setting forth the amount of any unpaid Assessments levied against a Lot, and the statement may be relied upon by all Owners acting in good faith thereon as conclusive evidence of the delinquent obligation. Monthly dues for Lots abutting the Common Areas shall be higher than all other Lots in the Development.
- 5.6 Special Assessments: Special assessments shall be used for unusual or non-recurring expenses, and for improvements or replacements to Common Areas as determined by the Board. Special assessments for unusual or non-recurring expenses must be approved by a two-thirds (2/3's) majority of the Owners at a special or annual meeting. Special assessments also include Reimbursement Assessments arising from any failure by an Owner to comply with this Declaration. Payment for these Special assessments may be made over a period of time as approved by the Board.
- 5.7 Personal Liability: Any Assessment not paid when due shall be delinquent and assessed a late charge established by the Board. The Owner, who fails to pay the Assessment and late charge(s), shall also be responsible for all costs of collection, with or without litigation. Costs of collection include a reasonable attorney's fee. Interest at eighteen percent (18%) per annum, before and after judgment, shall accrue on all unpaid amounts until all obligations are paid in full.
- 5.8 Lien: If any Owner fails or refuses to pay his share of an Assessment or a fee under paragraph 6.2(4) or a fine assessed under paragraph 6.6 when due, that amount shall be a lien upon the Lot against which such Assessment or fee or fine was made. The right to the lien arises immediately and automatically upon the failure or refusal of the Owner to make payment of his share of the Assessment when due. The Association may enforce such lien by filing a Notice of Lien with the Utah County Recorder. The lien shall run with the land and shall additionally secure late charges, interest, costs of collection, and all Assessments and expenses which become due after its filing. The lien may be foreclosed by the Association in the manner provided for foreclosure of mortgages under the laws and statutes of the State of Utah. The lien may be released by recording an appropriate document executed by an officer or agent of the Association. Any homestead rights or similar exemption are waived when the Owner accepts a deed to a Lot.
- 5.9 Subordination of the Lien to Mortgages: The lien for any Assessment provided for herein shall be subordinate to the lien of a First Mortgage recorded before the delinquent Assessment was due. Sale or transfer of any Lot shall not affect the lien for said Assessment nor the personal liability of the Owner.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1 Purpose: The purpose of this covenant is to assure, through intelligent architectural control of building and landscaping design, placement, materials, colors and construction, that the Development shall become and remain an attractive residential community, as well as to assure that property values are upheld and enhanced.

6.2 Architectural Control Committee:

(1) Composition: The Committee shall be composed of three (3) persons who shall be appointed by the Board . (All references in this Declaration to "Committee" shall mean the "Architectural Control Committee".) Members of the Committee shall serve three year terms; provided, however, upon approval of this Declaration, one member of the Committee shall serve for three years and another member shall serve for two years and the third member shall serve for one year. Thereafter, each new member of the Committee shall serve for three years. Any member appointed by the Board may be removed by the Board for reasonable cause. In the event of the death or resignation of any member of the Committee, the Board shall designate a successor member to fill the remaining term.

(2) Non-liability: Neither the Committee, the Association, nor any persons acting therefor, shall be liable in damages or otherwise to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, or disapproval with regard to such requests, or with regard to any other actions taken by the Committee or the Association under authorization of the provisions hereof.

(3) Records retained by Committee: The Committee shall retain a complete file of applications, home and landscaping plans, and location sketches until all improvements applied for thereunder have been completed. If requests for additions are made, the plans for said additions will be kept until said additions are completed. Upon completion, the plans and sketches shall be returned to the Owner.

(4) Compensation: A non-refundable architectural review fee of One Hundred Dollars (\$100.00) shall be submitted along with each submittal of plans for original construction to the Committee to defray the administrative costs of the review process. Any unused portions thereof shall be deposited into the Enforcement Fund as set forth in Paragraph 7.2 hereof. No compensation, other than reimbursement of expenses, shall be received by members of the Committee for services performed pursuant to this Declaration.

6.3 Procedure for Obtaining Approval of Plans:

(1) The application and plans shall be submitted with the review fee to the Committee. No developer, builder or Lot Owner shall have authority to approve building plans or changes. The Committee shall make recommendations to the Board and the Board shall issue the final decision.

(2) If the Owner believes that his plans may encounter serious objections, he may submit a preliminary sketch and written request for a preliminary review prior to incurring the expense of having detailed architectural working plans drawn. Such preliminary review shall not constitute final action.

(3) Along with a written application for approval, the Owner shall submit the following attachments:

(a) Two (2) copies of a site plan, drawn to scale, showing the exact location on the Lot of all proposed improvements, including but not limited to house and other buildings even if only contemplated for the future. Exact proposed setbacks from Lot lines must be delineated. Access routes (driveways) to proposed structures must be included.

(b) Two (2) complete sets of construction plans for building(s) detailing the floor plan, elevations, site locations, and exterior building materials.

(c) Color samples and, if deemed necessary by the Committee, samples of siding, roofing, and other material.

(d) A landscape plan shall be submitted in accordance with this Declaration. The plan shall include plantings, outside lighting plans, or fencing.

(e) The Committee shall examine and consider plans and make field trips to the site. The Owner may be required to provide a survey and shall stake out the proposed location of buildings prior to submission of final plans. The Board shall approve or disapprove all submissions in writing. One set of plans, site plan and material/color samples shall be kept in the files of the Committee until construction is completed.

(f) The Committee should seek approval or disapproval from the Board regarding submissions within thirty (30) days of written receipt. If disapproved by the Board, the Committee and the Board may take an additional thirty (30) days to consider any resubmitted plans. Normally, submissions will be resolved in less time, but Owners should plan sufficiently in advance to give the Committee time to examine plans thoroughly, make on-site inspections and make well-considered decisions. Approval shall not be required and the Board shall be deemed to have approved the request if: (1) within sixty (60) days after the Committee's receipt of all required written materials, the Board fails to approve or disapprove an Owner's written submission; and (2) no suit has been filed to enjoin the construction prior to its commencement. Notwithstanding the foregoing, no plans shall be deemed approved nor shall the above sixty (60) day automatic approval pertain, unless the Owner is current on his Assessments to the Association.

(g) A two-thirds (2/3) vote of the Board shall determine approval or disapproval. The Committee members will coordinate and work in concert with each other and report their decisions as a group and not individually.

- 6.4 Authority of Board: The Board is empowered to approve or disapprove in writing all plans for construction, site locations, landscaping, clearing, plantings, fencing, additions to existing structures, remodeling that alters the exterior, replacement of roofs, changing of house colors and any other changes in the natural environment of Lots or appearance of dwellings in the Development. Disapproval of submissions by the Board may be based upon any grounds, including purely aesthetic grounds. If such submissions are disapproved, the Board shall give written reason for said disapproval to Owner. The Board may make other reasonable requirements of the Owner including, but not limited to, submission of additional plans, specifications, and material samples, and may require such changes as it deems necessary to conform to the overall intent as hereby expressed.

The Board shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the Board, the proposed site locations will unduly interfere with adjoining Lots as to view, intrusions of sound or light, sanitation, proximity or type of construction, actual or proposed, or unduly damage the natural growth and terrain.

The Board may prohibit the construction of fences, houses or any other improvements on any Lot, and is empowered to order their removal or seek from a court an injunction or an order for specific performance if written application was not made by the Owner, or if approval was not granted in accordance with this Declaration, or if actual construction is different from the approved plans.

The Board, upon written request, shall have the authority to grant in writing, variances from the provisions of this Declaration as they apply to construction and setbacks, in cases of irregularly shaped Lots, unusual terrain, highly desirable building sites near Lot lines, or other conditions wherein the strict enforcement of this Declaration would result in unusual hardship. The Board shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of this Declaration that the Board shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive. The Board shall resolve all questions and interpretation and this Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

6.5 Architectural Design and Requirements: In addition to the other requirements hereof, the following pertain:

(1) Construction: No building, accessory building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, trampolines, flagpoles, greenhouses, hot tubs, satellite dishes, windmills, pump houses, exterior lighting or other improvements shall be commenced, erected, converted, placed, added to, maintained or altered on any Lot until the construction plans and specifications and a site plan have been approved by the Board in writing as to quality of materials, harmony of external design with existing structure(s) in the Development, location with respect to other structures planned, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent changes, additions, repainting and major repairs or renovations. No construction of any such improvement shall be commenced until the Board approvals required by this Declaration are obtained. Consideration should be given to use of wildfire mitigation and fire retardant materials whenever possible.

(2) Masonry: The exterior area of the primary dwelling shall be of masonry construction (e.g., brick, stone, cultured stone, or stucco).

(3) Color: Structural color schemes shall be compatible with the natural environment of the Development. Subdued, unobtrusive colors will normally be required, and color samples must be submitted with plans.

(4) Facing/Siding: Exposed concrete on any building shall be stuccoed, or covered with brick or stone or other material satisfying the Board. If brick or stone is used as facing, other than decoratively, it must be used on all sides of a building as seen from any road. Natural wood siding must be treated and periodically maintained with some type of preservative or stain, and color samples shall be submitted with plans. No metal or vinyl siding shall be used except as a finish for fascia or soffit.

(5) Chimneys: Spark arresters shall be required on all chimneys, and open fires in the Development are prohibited.

(6) Roofing: Roof materials and color shall be consistent with architecture, color, and exterior wall material of any structure. Shake shingles, as described below, tile, or slate, real or similar, will normally be required; however, the Board may allow variations from this requirement in those cases where such variation would be harmonious with the surrounding area and where such roofing materials would not be practical for a particular design or structure. New and modern materials with shake appearance are encouraged. No asphalt or asbestos shingles will be permitted, except as approved by the Board. All shingles shall be compatible with a shake or tile appearance, except architectural 80 grade asphalt shingles. The overhang of the roof on ranch-style dwellings shall normally be at least eighteen (18) inches.

(7) Energy Features: Energy efficiency is encouraged through well-sealed and insulated construction and the use of passive solar design techniques. Roof-mounted solar collectors, skylights and other unusual or energy conservation features should be custom designed and must be approved by the Board. Roof mounted solar collectors shall match the slope of the roof to which they are attached. Solar collectors shall be located or screened so that reflections do not unreasonably defeat the intent of this Declaration to maintain a natural environment. Tall wind-powered electrical generators are prohibited.

(8) Extreme Designs: Dwellings of extreme design may or may not be approved depending upon location and appearance. It is the intent of this Declaration to establish an area of quiet, unobtrusive dignity and quality consistent with other dwellings in the Development.

(9) Materials: All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be used, provided they are first approved in writing by the Board.

(10) Mailboxes: Mailboxes and their support structures must be of a quality to enhance the residential structure and must be approved by the Board. Normally support structures for mailboxes will be of wrought iron or masonry construction (for example: stone, brick, concrete, stucco, cultured stone, etc.) but a combination of masonry and wood compatible with the colors and materials used on the residential structure will be considered. The box itself, if made of metal, shall be painted to cover raw or galvanized metal. The masonry materials used in the support structure shall be the same or similar to the masonry portion of the residential structure in texture and color. The street address numbers on the mailbox structure shall be made of brass, other metal, or ceramic. Wooden numbers will not be approved. Plastic or metal newspaper boxes are not permitted. Mailbox designs may incorporate a separate space for newspapers. Maintenance of the mailbox and post system in good, attractive, painted (if appropriate) condition shall be the responsibility of the individual Owner.

(11) Fences: Fences and hedges will be permitted on the rear property line of all Lots except Plat "A" 2nd Amendment Lots 91 through 103 and Plat "D" Lots 76 through 90. Fences and hedges shall be normally no higher than six feet (6') and must not enter the common areas. Fences shall only be constructed of vinyl or wrought iron material. All fences shall conform to American Fork City fencing Ordinances.

(12) Antennas: Attic antennas inside the house (as opposed to roof antennas) are effective, are less vulnerable to damage and are encouraged. Tall or otherwise prominent antennas are prohibited. Mini-satellite dish antennas may be used only in areas where they will be unobtrusive

and shall be screened to blend in with the natural environment. Full size satellite dishes are not permitted.

(13) Lighting: Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring property. Lighted entry pylon and/or driveway lights will be of a type that can be turned on and off by the Owner, and placed so as to avoid creating a nuisance.

(14) Landscaping: Landscaping shall comply with the Minimum Landscape Standards attached hereto as Exhibit "A" and by this reference made a part hereof. New plantings and growth will be controlled so as not to unreasonably obstruct mountain views from adjoining Lots. The Board is authorized, but not obligated, to enforce removal, thinning or topping of view obstructions and, in their sole discretion, to determine the validity of any complaints. The Board may remedy any view obstruction by entry and removal of the offending item, as well as exercising any rights and remedies hereunder. Landscaping shall be completed no later than twelve months after initiating any construction on the Lot.

- 6.6 Penalty Fee for Violations: Written application for approval of plans shall be made by the Owner of the Lot (not the builder) and the Owner shall be held responsible for any violations of this Declaration which are committed by the builder or other persons working on the Lot. If any excavation or construction is commenced by the Owner or Owner's representatives prior to receipt of written approval by the Board, then the Owner agrees to pay an immediate fine of One Thousand Dollars (\$1,000.00) to the Enforcement Trust Fund described in Paragraph 7.2, which fund shall be utilized to enforce this Declaration as necessary. Purchasers of Lots in the Development agree to make such payment and understand that a lien, as provided in Paragraph 5.8 and Paragraph 7.3, shall be filed against their Lot if they do not pay the required fine. Further, if legal action is necessary to enforce this Declaration, Owners agree to pay all expenses, including reasonable legal fees, incurred by the Board or the Association in collection of said fine. Payment of said fine does not preclude further action by the Board to disapprove plans in areas in which clearing or construction has begun.

ARTICLE VII

ENFORCEMENT

- 7.1 General Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the terms, covenants, conditions or restrictions in this Declaration. The Association is entitled to any legal or equitable remedy including specific performance and injunctions. This Declaration is for the use, convenience and protection of all Owners and the Association. Any Owner or the Association may act to enforce this Declaration, although none of the foregoing is obligated to do so. The Association further reserves the right, whenever there shall have been an apparent violation of one of more of the provisions of this Declaration and after ten (10) days notice to Owner, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner. Such entry and abatement or removal shall not be deemed a trespass. Owners in the Development expressly agree to abide by injunctions, without necessity of bond, in order to simplify judicial proceedings to remedy violations of this Declaration. In addition, if a judicial action is necessary to prohibit a violation of this Declaration and a violation is established, the Owner shall pay all costs of the enforcement proceeding, including reasonable attorneys' fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its

enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions, which shall remain in full force and effect.

- 7.2 Enforcement Trust Fund: Any fines collected under Paragraph 6.6 or under any other provisions of this Declaration shall be placed in the Enforcement Trust Fund. Monies paid into this fund may be commingled with other monies of the Association. The fund shall be used by the Association to pay future legal and remedial expenses incurred in enforcing this Declaration. The Association also may use Association funds to enforce this Declaration.
- 7.3 Liens: Nonpayment of a Reimbursement Assessment may result in a recorded lien being placed upon the Lot or Lot interest owned by the violator(s). Said lien shall bear interest at eighteen percent (18%) per annum from the date filed until paid. The Association is empowered to file such lien if, within thirty (30) days of written notification to Owner of amount due, the Owner has not made payment in full. Such lien shall run with the land except as provided in Paragraph 5.8. Continued failure to pay such liens may result in foreclosure of the lien as provided by Paragraph 5.8 hereof.

ARTICLE VIII

OWNER'S ASSOCIATION

- 8.1 Association: The Association shall operate as a Utah non-profit corporation pursuant to its Articles of Incorporation and By-Laws, which may include, without limitation, provisions for the indemnification of officers and directors. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Members shall have the right to cast votes on all matters to be voted on by the members, as provided in the Association's Articles of Incorporation and By-Laws. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- 8.2 Granting of Easements: The Association may grant easements for utilities or public purposes through the Common Areas and make improvement or changes necessitated by such easements, subject to written consent of any Owner whose Lot is affected thereby.
- 8.3 Lender Modification: The Association may, without vote of the Owners or Mortgagees, make such amendments to this Declaration, the Articles of Incorporation and/or the By-Laws as may be authorized and approved in writing by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Department of Veterans Affairs so as to induce such organizations to make, purchase, sell, insure, or guaranty First Mortgages within the Property; provided, however, no such amendment will change the intent of this Declaration to establish and maintain the Development as a single family residential area of high quality. Each Owner and Mortgagee, by accepting a deed or mortgage, appoints the Association as his or its attorney-in-fact to execute any such amendment.
- 8.4 Variations: The Association Board, by unanimous decision, may enter into agreements with the purchaser of any Lot or Lots (without the consent of the purchasers of other Lots or adjoining or adjacent property) to deviate from the Declaration. Any such deviation, manifested by agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Development and the same shall remain fully enforceable on all other Lots located in the Development.


ARTICLE IX

MISCELLANEOUS


- 9.1 Terms of Covenants: The terms, covenants, conditions and restrictions in this Declaration shall run with the land and shall remain in full force and effect for twenty-five (25) years from the date this Declaration is dated, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless revoked as provided herein.
- 9.2 Amendments: This Declaration may be revoked or amended at any time by an instrument signed by two-thirds (2/3's) of the Owners of the Lots (one vote per Lot). All amendments shall be recorded in the real property records of Utah County.
- 9.3 Rules and Regulations: The Board may adopt, amend, repeal and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use and enjoyment of the Common Area and related matters. Any such Rules and Regulations shall be reasonable and uniformly applied as determined by the Board in its sole discretion. Rules and Regulations shall be effective upon adoption by the resolution of the Board of Directors. Each Owner shall comply with such Rules and Regulations and shall see that family members, contractors, guests, tenants and invitees of such Owner comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. The Board shall have power and discretion to interpret this Declaration, and any such interpretation shall be final, absolute and binding on each Owner, unless made with malice or wanton disregard for an Owner's rights.
- 9.4 Notices: Any notice required to be given to any Owner or other person under the provision of this Declaration shall be deemed to have been properly given when mailed, postage pre-paid, to the last known address of the record Owner of the Lot in which the member has an interest.
- 9.5 Successors and Assigns: This Declaration shall be binding upon and inure to the benefit of the Association, the Owners, their heirs, personal representatives, successors and assigns.
- 9.6 Indemnification of Board: Each member of the Board shall be indemnified and held harmless by the Lot Owners against all costs, expenses and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board.
- 9.7 Number and Gender: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 9.8 Severability: If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidation shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 9.9 Topical Headings: The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

IN WITNESS WHEREOF, the Association and the undersigned Owners have executed this Declaration the day and year first above written.

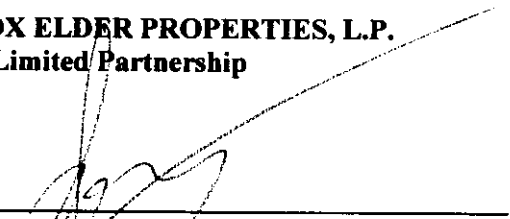
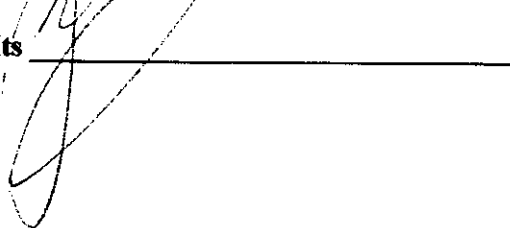
VAL VISTA PARK HOMEOWNERS' ASSOCIATION, INC.,
a Utah non-profit corporation

By 
Its Resident

AMERICAN SPRINGS DEVELOPMENT, L.L.C.,
a Utah limited liability company

By 
Its member

BOX ELDER PROPERTIES, L.P.
A Limited Partnership

By 
Its 

Lot No

1

Jeffrey A. Warr & Julie A. Warr 2/22/03
Jeffrey A. Warr & Julie A. Warr

2

Brent R. Harris & Lisa M. Harris 2/15/03
Brent R. Harris & Lisa M. Harris

3

Rick B. Mangum & Sandra L. Mangum

4

Jeffrey M. Black

5

Craig C. Harris & Cheryl L. Harris

6

Michael S. Brown & Marina Brown

7

George R. Roberts & Konnie Roberts 2/22/03
George R. Roberts & Konnie Roberts

8

Victor R. Stark & Nancy L. Stark

9

Charles DeWitt & Sorena DeWitt 2/15/03
Charles DeWitt & Sorena DeWitt

10

Robert K. Hamilton & Mary S. Hamilton 2/18/03
Robert K. Hamilton & Mary S. Hamilton

11

Darren C. Smith & Laura S. Smith 2/26/03
Darren C. Smith & Laura S. Smith

12

Richard A. Johnson & Stephanie K. Johnson

13

LLHI, L.C.

14

LLHI, L.C.

15

Howard J. Snow & Carol Snow 1-10-04
~~Howard J. Snow & Carol Snow~~ Howard J. Snow & Carol Snow

16

Larrie T. Savage 2-18-03
Larrie T. Savage

Lot No

17 Mark S. Waite Tamara L. Waite 2-15-03
Mark S. Waite & Tamara L. Waite

18 _____
Shelly M. Carter

19 _____
20 James A. Torrens 2/15/03
James A. Torrens & Carol O. Torrens

21 Mary Gail Worsley 2/15/03
Mary Gail Worsley

22 David I. Folkman 2-15-03
David I. Folkman

23 Randy Olsen Tonya Olsen 2/15/03
Randy Olsen & Tonya Olsen

24 Douglas R. Johnson & Amy J. Johnson 2/15/03
Douglas R. Johnson & Amy J. Johnson

25 Jenevieve Holman 2/18/03
Jenevieve Holman

26 Harley Consulting Inc. 2/15/03
Harley Consulting Inc.

27 Shawn A. Harley & Michelle W. Harley 2/15/03
Shawn A. Harley & Michelle W. Harley

28 _____
Patricia Heaton

29 _____
Patricia A. Kreimier

30 Dennis K. Lesh Gloria J. Lesh 2/15/03
Dennis K. Lesh & Gloria K. Lesh

31 L. Charles Larsen Vera H. Larsen 2-15-03
L. Charles Larsen & Vera H. Larsen

32 Kurt Hunziker 2/15/03.
Kurt Hunziker

33 _____
M. Stephen Bown & Linda L. Bown

34

Mark J. Howard

35

Robert G. Welch & Arlene L. Welch 24 Feb 2003
Robert G. Welch & Arlene L. Welch

36

Richard W. Cheney & Katherine C. Cheney 18 FEB 2003
Richard W. Cheney & Katherine C. Cheney

37

Loretta P. Johnson 2-15-03
Loretta P. Johnson

38

Kris S. Johnson & Nancy C. Johnson 2-15-03
Kris S. Johnson & Nancy C. Johnson

39

Fred J. Harley 2/18/2003
Ten Tribes, Ltd

40

Fred J. Harley 2/18/2003
Ten Tribes, Ltd

41

Terrill A. Lassetter & Ann Lassetter

42

Heinz Knopfel & Luwana Knopfel 2/15/2003
Heinz Knopfel & Luwana Knopfel

43

Michael E. Olsen

44

Bradley M. Olsen

45

April Lassen

46

April Lassen

47

Alma P. King & MarJean A. King 2/15/03
Alma P. King & MarJean A. King

48

Karen C. Moon 2/15/03
Karen C. Moon

49

Darin Featherstone & Kymberley Featherstone

50

David Halladay & Terry Halladay FEB 15, 03
David Halladay & Terry Halladay

Lot No

- 51 Scott Blood / Lynn Blood 2-15-03
Scott Blood & Lynn Blood
- 56 Joseph D. Smith & Gloria A. Smith 2-15-03
Joseph D. Smith & Gloria A. Smith
- 57 Robert W. Lund / Denise Lund 2-15-03
Robert W. Lund & Denise R. Lund
- 61 Mark W. Orton & Robin L. Orton 2-21-04
Mark W. Orton & Robin L. Orton
- 64 Daniel Winder 10 JAN 2004
Daniel Winder
- 65 Mary J. Judy 2-20-03
Laurel L. Judy & Mary J. Judy
- 68 _____
Jana Christensen
- 69 Nancy Gleason Woodard 10-29-03
Nancy Gleason Woodard
- 72 Robert A. Kittell & Deelyn D. Kittell 2-17-03
Robert A. Kittell & Deelyn D. Kittell
- 73 Jason Porter & Ramona Porter 2/15/03
Jason Porter & Ramona Porter
- 76 Julie K. Carter 2/26/03
Julie K. Carter
- 77 _____
Kevin G. Haycock & Deborah A. Haycock
- 78 Nancy Sue Williams 2/15/03
Nancy Sue Williams
- 79 Scott J. Aldred 2/15/03
Scott J. Aldred
- 84 Vivian L. Carson 5/15/03
Vivian L. Carson
- 90 Marian S. Bergin 10/29/03
Marian S. Bergin
- 92 Lee S. Hill / Heather Johnson 1-10-04
Lee S. Hill & Heather Johnson
- 91 Jeff M. Biddulph & Lisa H. Biddulph 1-10-04
Jeff M. Biddulph & Lisa H. Biddulph

Lot No

- 93 Ronald J. Saunders & Sally J. Saunders *Ronald J. Saunders & Sally J. Saunders*
- 94 James Knapp & Krista Knapp *James Knapp & Krista Knapp 2/18/03*
- 95 David B. Richey & Zola E. Richey *David B. Richey & Zola E. Richey 2/15/03*
- 96 Haven Homes *Haven Homes 2/15/03*
- 97 James E. Lindsay & Marlene Lindsay *James E. Lindsay & Marlene Lindsay 2/15/03*
- 98 Brian Boulter & Stephanie Boulter *Brian Boulter & Stephanie Boulter 2/15/03*
- 99 Clint B. Wilson & Billie B. Wilson *Clint B. Wilson & Billie B. Wilson 2-1-03*
- 100 D. MILTON MOON & Karen C. MOON *D. MILTON MOON & Karen C. MOON 2-24-03*
- 101 Craig B. Nelson & Aliesa Nelson *Craig B. Nelson & Aliesa Nelson 2/15/03*
- 102 Carol S. Bennett, Charles R. Bennett *Carol S. Bennett, Charles R. Bennett 2/15/03*
- 103 Jay R. Holmstead & Sondra H. Holmstead *Jay R. Holmstead & Sondra H. Holmstead 2/18/03*
- 104 Susan Easthope *Susan Easthope 2/15/03*
- 105 Barbara Holderness *Barbara M. Holderness 2/20/03*
- 106 LOUISE I. BROWN *Louise I. Brown 2-15-2003*
- 107 Brady K. Heiner *Brady K. Heiner 02/22/03 Sarah Heiner 2/22/03*
- 108 Blaine Edman & Jamie Ednan *Blaine Edman & Jamie Ednan 2/18/03*
- 109 Melvin E. Olsen

Lot No

110 _____
Devin M. Rigby & Amy L. Rigby

111 _____
Robert L. Fisher & Rachelle L. Fisher


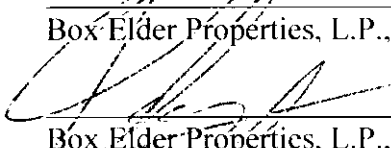
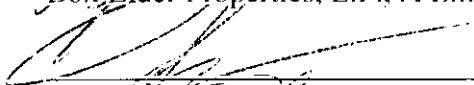


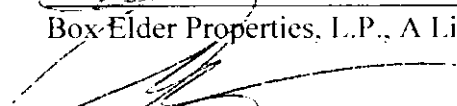
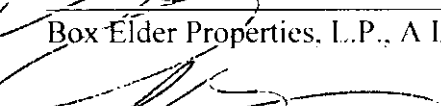

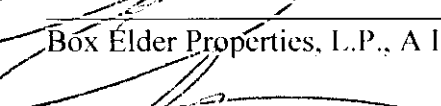
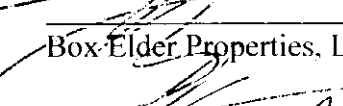
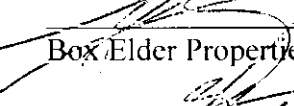

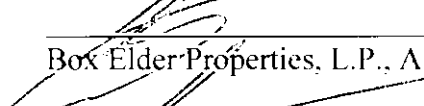
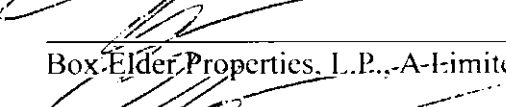

112 _____
Daniel A. Orton & Elizabeth A. Orton

113 _____
Richard Johnson & Sharon Johnson

114 _____
Donna Root Davenport

115 _____
Melvin E. Olsen & Nancy Olsen

Lot No

- 52 
Box Elder Properties, L.P., A Limited Partnership
- 53 
Box Elder Properties, L.P., A Limited Partnership
- 54 
Box Elder Properties, L.P., A Limited Partnership
- 55 
Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
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Box Elder Properties, L.P., A Limited Partnership
- 71 
Box Elder Properties, L.P., A Limited Partnership
- 74 
Box Elder Properties, L.P., A Limited Partnership
- 75 
Box Elder Properties, L.P., A Limited Partnership

Lot No

80 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

81 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

82 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

83 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

85 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

86 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

87 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

88 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

89 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

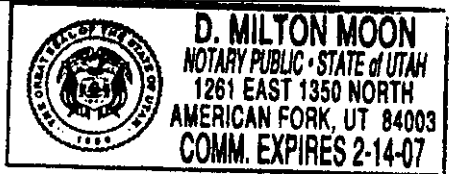
91 Alice Thomas Miller
American Springs Development, L.L.C., a Utah Limited Liability Company

State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 1st day of March, 2003, by James E. Lindsay the President of Val Vista Park Homeowners' Association, Inc., a Utah non-profit corporation.

My Commission Expires:
2-14-07

D. Milton Moon
Notary Public
Residing at: American Fork, Utah

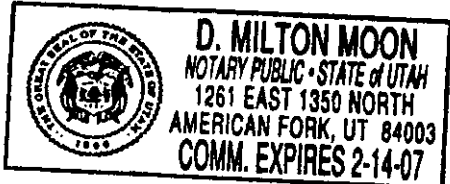


State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 21st day of February, 2003, by Daniel L. Richards, the member of American Springs Development, L.L.C., a Utah limited liability company.

My Commission Expires:
2-14-07

D. Milton Moon
Notary Public
Residing at: American Fork, Utah

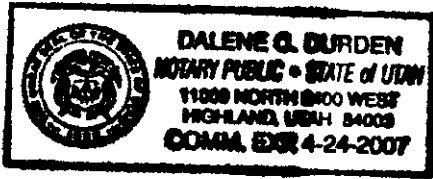


State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 21st day of February, 2003, by James K. Patterson, the General Partner of Box Elder Properties, L.P., a Limited Partnership.

My Commission Expires:
4-24-2007

Dalene C. Burden
Notary Public
Residing at: Highland, Utah



State of Utah)
) ss.
County of Utah)

On the 15th day of February, 2003, personally appeared before me Brent R. Harris, Charles DeWitt & Sorena DeWitt, Mark S. Waite & Tamara L. Waite, James A. Torrens, Mary Gail Worsley, David I. Folkman, Randy Olsen & Tonya Olsen, Douglas R. Johnson, Shawn A. Harley & Michelle W. Harley, Dennis K. Leshner & Gloria J. Leshner, L. Charles Larsen & Vera H. Larsen, Debbie Tuttle, Loretta P. Johnson, Kris S. Johnson, LuWana Knopfel, Alma P. King & MarJean A. King, Karen C. Moon, David D. Halladay & Terry Halladay, Scott Blood & Lynn Blood, Robert W. Lund & Denise R. Lund, Jason Porter & Ramona Porter, Richard Lytle & Sue Lytle, Scott J. Aldred, Vivian L. Carson, David B. Richey & Zola E. Richey, James E. Lindsay & Marlene Lindsay, Brian Boulter & Stephanie Boulter, Craig B. Nelson & Aliesa Nelson, Charles R. Bennett & Carol S. Bennett, Susan Lower and Louise I. Brown, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

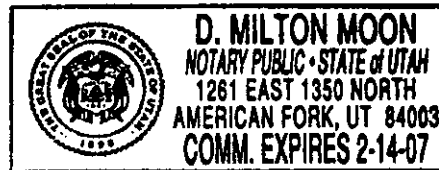
My Commission Expires:

2-14-07

D. Milton Moon

Notary Public

Residing at: American Fork, Utah



State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 15th day of February, 2003, by Robert W. Lund, the President of Haven Homes, Inc. a Utah Corporation.

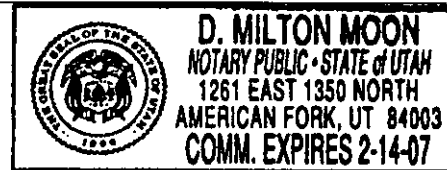
My Commission Expires

2-14-07

D. Milton Moon

Notary Public

Residing at American Fork, Utah



State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 15th day of February, 2003, by Shawn A. Harley, the President of Harley Consulting, Inc. a Utah Corporation.

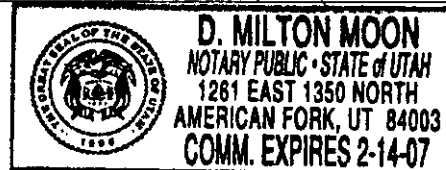
My Commission Expires

2-14-07

D. Milton Moon

Notary Public

Residing at American Fork, Utah



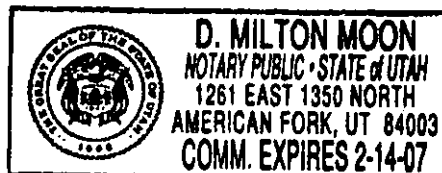
State of Utah)
) ss.
County of Ulah)

On the 17th day of February, 2003, personally appeared before me Robert A. Kittell & DeeLyn Kittell, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



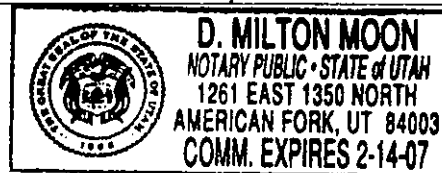
State of Utah)
) ss.
County of Utah)

On the 18th day of February, 2003, personally appeared before me Jenevieve Holman, Richard W. Cheney & Katherine C. Cheney, Robert K. Hamilton & Mary S. Hamilton, Jay R. Holmstead & Sondra H. Holmstead, James Knapp & Krista Knapp, Blaine Edman & James Edman and LaRae T. Savage, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



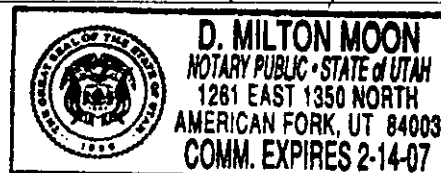
State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 18th day of February, by Fred I. HARLEY, the Partner of Ten Tribes, Ltd, a Partnership.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



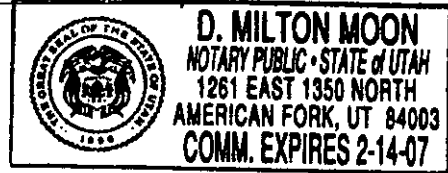
State of Utah)
) ss.
County of Utah)

On the 20th day of February, 2003, personally appeared before me
Barbara M. Holderness and Mary J. Judy, the signers of the foregoing instrument who duly
acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



State of Utah)
) ss.
County of Utah)

On the 21st day of February, 2003, personally appeared before me
Joseph D. Smith & Gloria A. Smith, the signers of the foregoing instrument, who duly
acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



State of Utah)
) ss.
County of Utah)

On the 22nd day of February, 2003, personally appeared before me
Jeffrey A. Warr & Julie A. Warr, Konnie Roberts, Ronald J. Saunders & Sally I. Saunders and
Brady K. Heiner & Sarah Heiner, the signers of the foregoing instrument, who duly
acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



State of Utah)
) ss.
County of Utah)

On the 24th day of February, 2003, personally appeared before me Robert G. Welch and Arlene L. Welch, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at: American Fork, Utah



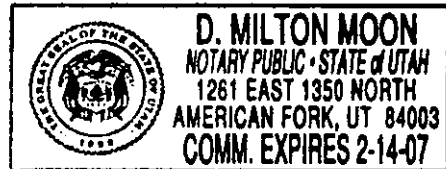
State of Utah)
) ss.
County of Utah)

On the 26th day of February, 2003, personally appeared before Darren C. Smith and Laura S. Smith, and Julie K. Carter, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



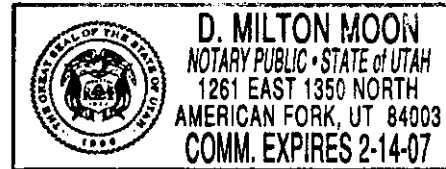
State of Utah)
) ss.
County of Utah)

On the 29th day of October, 2003, personally appeared before me Nancy Gleason Woodard, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



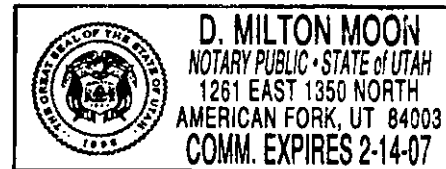
State of Utah)
) ss.
County of Utah)

On the 29th day of October, 2003, personally appeared before me Marian S. Bergin, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



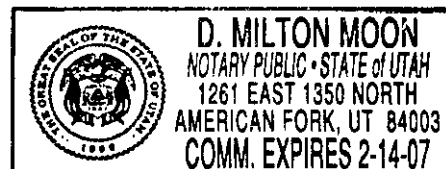
State of Utah)
)
County of Utah)

On the 10th day of January, 2004, personally appeared before me Daniel Winder, Howard J. Snow & Carol Snow, Jeremy S. Fillmore & Heather Fillmore and Jeff M. Biddulph & Lisa H. Biddulph the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

2-14-07

D. Milton Moon
Notary Public
Residing at American Fork, Utah



State of Utah)
)
County of Utah)

On the 2/5th day of February, 2004, personally appeared before me Mark W. Orton & Robyn L. Orton, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

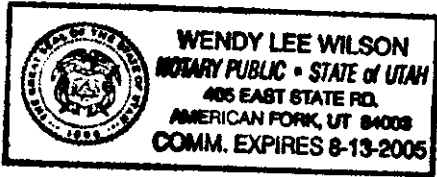
2-14-07


D. Milton Moon
Notary Public
Residing at *American Fork, Utah*



State of Utah, Utah County;

The foregoing instrument was subscribed, sworn to and acknowledged before me on February 24, 2003, by D. MILTON MOON AND KAREN C. MOON.




Notary Public

VAL VISTA PARK

Minimum Landscape Standards

||| ENT 22330:2004 PG 33 of 51

1.1 Purpose

The visual beauty of our community depends on the quality of our architectural and landscape design. This document offers landscape concepts to help you enhance the natural beauty of your property and of our planned development.

Your personal imprint is an important part of your landscape design. The minimum landscaping standards set forth in this document are a starting point to ensure your design is both harmonious with your neighbors and uniquely your own.

Current CC&R's for Val Vista require landscaping be completed within 12 months of commencement of construction. If your lot has no completed landscaping, please submit for review and approval **5 copies** of a scaled landscape plan to the Val Vista Landscape Committee in accordance with the guidelines of this packet. If your lot is all or partly landscaped, please review this packet and submit plans for any additions or changes necessary to bring your property into compliance with these guidelines.

Our major landscape considerations include the following:

- * Individual lots should be landscaped to create a cohesive, flowing relationship between adjacent lots. Designs emphasizing and delineating lot lines are discouraged.
- * Park strips should be landscaped with flowering trees to provide shade and beautify our development.

If you decide you want some help, ask a member of the landscape committee. Whether you prefer simplicity or complexity, we can help you maximize color, texture and even fragrance. By starting with a minimum landscape plan that meets the standards of the CC&R guidelines, your home will be harmonious with the neighborhood, creating a visual unity for neighbors, friends, and those passing through our community. Let's work together to achieve the delightful effect of living in a park – **Val Vista Park.**

1.2 General Landscape Criteria

1.2.1 APPLICABILITY

The following general landscape criteria apply to all residential development projects within the community.

1.2.2 LANDSCAPE DESIGN PRINCIPLES

When selecting plant materials, carefully consider their location and function. Generally, plants should be chosen for one or more of the following functions:

- * To provide shade
- * To screen or cover blank walls, exposed foundations and air conditioners (using trees and large and small shrubs)
- * To buffer from noise or wind (using large shrubs and trees)
- * To provide color during all seasons
- * To create outdoor spaces or "rooms"
- * For ornamentation or aesthetics
- * To frame views
- * To blend with and provide a natural transition to open space preserves.

1.2.3 WATER CONSERVATION

Builders and residents are urged to utilize plant materials, irrigation systems, and maintenance practices that conserve water and are drought tolerant.

1.2.4 IRRIGATION

Irrigation systems should be designed to minimize overspray and water waste. Overhead spray irrigation should be limited to turf and flowering groundcover areas. The recommended minimum width of spray areas is 6 feet. Low angle spray nozzles (15%) are recommended adjacent to paved areas. It is recommended that all other landscape areas utilize drip irrigation.

1.2.5 PLANT MATERIAL SETBACKS

Evergreen trees or very large Class II trees (see attached list) should not be planted within 8 feet of any roadway, sidewalk, or building entrance where their mature size may obstruct access and/or visibility. Neither should they be placed within site visibility triangles at intersections. Also, they should not be located where their shadow may cause icing on paved surfaces. (Basically, try to keep the really big ones in the backyard!)

1.2.6 MINIMUM TREE REQUIREMENTS

- * Front yards should have at least **one** Class I tree (see attached list). This tree should have a minimum 1 inch caliper and be at least six feet in height when planted.
- * Rear yards should have at least **two** trees, with one being a Class II tree (see attached list). These trees should have a minimum 1 inch caliper and be at least 6 feet in height when planted.
- * Trees planted within 8 feet of the home should not be allowed to exceed the height of the house.

1.2.7 SHRUB AND FLOWER BEDS

To encourage weed mitigation, shrub beds should be mulched with rock, wood, or soil pep. Generally, perennial and annual flowerbeds should be mulched with wood mulch or soil pep to cover any bare ground.

1.2.8 ROCK AND WOOD MULCH

Rock mulch larger than 3/8- inch diameter is not allowed, except for drainage and accent areas. Wood mulch should be of high quality (including clean material and consistent size).

1.2.9 LANDSCAPE GRADING

Planting and hardscape areas should not impede or significantly alter drainage patterns. Lot grading should produce graceful contours, not sharp angles or abrupt grade changes. Smooth transitions, which respect the existing natural landforms, should be made between individual lots and parcel edges, common areas and natural open spaces.

1.2.10 LANDSCAPE MAINTENANCE

Regular maintenance, including lawn mowing, edging, bed weeding, pruning, etc. is expected.

1.3 Single Family Lot Landscape

1.3.1 APPLICABILITY

The following landscape criteria will apply to all single-family detached and attached lots. Homeowners are required to install or cause to be installed all single-family landscaping and irrigation based on the following criteria. **Builders are encouraged to offer a front yard landscape option package to homeowners that meets minimum requirements.** All landscape plans will be approved by the Val Vista Landscape Committee.

1.3.2 FRONT YARD LANDSCAPE

Front yards should be fully landscaped and irrigated according to the following landscape requirements:

- * Lawns should be a minimum of 50% and a maximum of 75% of non-paved area of front yard.
- * At least 25% of front yard should include beds and plantings of trees, shrubs, perennials, annuals, etc.
- * We recommend that at least 30% of all front yard trees and shrubs be evergreen plant material. This will add color and variety to landscape in the winter.
- * Shrubs should be planted in such a fashion as to screen any exposed house foundation.

1.3.3 PARK STRIP-LAWN LANDSCAPE

Where the street design includes a detached sidewalk creating a park strip zone (landscape area between the back of the curb and the detached walk), the following minimum landscape requirements should apply:

* Park strip trees should be selected from the list of flowering trees on "Park Strip Tree List" provided with this packet.

* Park strip trees should have a minimum 1 inch caliper and be at least 6 feet in height when planted.

||| ENT 22330:2004 PG 37 of 51

* Park strip-lawns should be planted with grass and irrigated. Rock or wood mulch is not permitted in this area.

* Trees should be centered in the park strip between the back of the curb and the sidewalk.

* The minimum spacing between park strip trees should be approximately 30 feet. This will depend on the estimated size of the tree at maturity. Neighbors are encouraged to work together to achieve a cohesive look in their park strips.

* Twin homes should have a minimum of one tree in the park strip area.

* Street trees on corner lots should be located so as not to block or obstruct the view of oncoming traffic.

1.3.4 LANDSCAPE TRANSITION BETWEEN LOTS

Front yard landscaping between adjacent homes and lots should provide a cohesive and flowing relationship along the streetscene. As such, tree and shrub massings should blend together, when possible. Formal plantings and hard edges, such as mow strips, edging and walls between lots should be minimized.

Where mulch areas abut one another, a single, unified planting bed with a consistent edgeline should be considered for both yards. One type and color of mulch should be used throughout the entire planting bed.

1.3.5 SIDE YARD LANDSCAPE

In addition to the front yard requirements, side yards should be fully landscaped according to the following requirements:

* The ground area of side yards shall have a minimum of 75% living plant material coverage, including turf, shrubs, trees, ground covers, etc.

- * Shrubs should be planted in such a fashion as to screen any exposed house foundation, AC units, or meters.

1.3.6 LANDSCAPE ADJACENT TO COMMON AREAS

(See attached sample of landscape plan for lots on common areas)

Side and rear yard landscaping adjacent to all common areas, including parks and open space, should preserve and enhance views and provide a natural transition between a builder parcel and the surrounding site features and amenities. Landscape differentiation between these areas and the adjacent lots should be minimized. Landscape within lots adjacent to these areas should have the following requirements:

- * Where lots abut an irrigated, improved common area or collector streetscape, 25% of side or rear yard should be planted materials, including trees, shrubs, perennials, annuals, etc.
- * Fruit-bearing trees are not recommended for planting on lots adjacent to common areas.
- * Vegetable gardens shall be in well-maintained raised or contained bed areas.
- * All other plantings, design, ornamentation, play equipment, outbuildings, permanent structures, decorative fencing, etc. shall be in accordance with established CC&R's of Val Vista .

1.3.7 REAR YARD LANDSCAPE

(See attached sample of landscape plan for lots NOT on common areas)

Rear yards should be fully landscaped and irrigated according to the following landscape requirements:

- * At least 25% of rear yard should include beds and plantings of trees, shrubs, perennials, annuals, gardens, etc.
- * All other plantings, design, ornamentation, play equipment, outbuildings, fencing, etc. shall be at the owner's discretion in accordance with established CC&R's of Val Vista . Unless prohibited in Plat E (North side of Murdock Drive) by Jordan Aquaduct Easement.

1.3.8 LANDSCAPE LIGHTING

The use of landscape up-lighting and down-lighting is encouraged. Lighting that will cause glare or discomfort, or disrupts the visual environment of neighboring units or adjacent parcels is not permitted. Low bollards and step/wall lights are appropriate to provide point to point illumination of pedestrian paths within such projects.

Fixtures should be constructed and mounted to withstand abuse. Above ground plastic housings and connections are discouraged. The use of colored lights other than seasonal lights is prohibited.

1.4 Recommended Plant Materials

1.4.1 RECOMMENDED PLANT LIST (Attached)

A palette of plant materials has been established for use in Val Vista. The recommended plant materials have been selected based on their compatibility with the site's vegetation and adaptability to the physical and climatic characteristics of the area. In addition to trees and shrubs, native grasses, perennial and annual flowers shall be integrated into the landscape design for all development projects and parcels.

1.4.2 NOXIOUS PLANT LIST (Attached)

A palette of plant materials which are PROHIBITED from use in Val Vista is also included. These plants exhibit characteristics including, but not limited to: extreme insect or disease susceptibility, soft or brittle wood, limited cold or head hardiness, invasive root systems, and messy or potentially hazardous foliage. Such problems often lead to excessive maintenance costs and neighbor tensions.

PARK STRIP TREE LIST

ENT 22330:2004 PG 40 of 51

**Any of the following flowering, fruitless trees are recommended for park strip planting in Val Vista:
Any Crab Apple tree that the fruit is persitant - Holds the fruit all season - would work well.**

Flowering Crab Apple (malus)

	Remarks
Radiant	Deep pink flower.
Spring Snow	White flower no fruit.
Royalty	Red flower.
Sugartime	White flower, the fruit last through March.
Tina	Red outer flower opens to white.

Flowering Cherries and Plums (prunus)

p.amanogawa	Pink flower.
p.shirotae	Snow white flower.
p.spire	Pink flower.

Flowering Pear (pyrus)

p.calleryana - aristocrat	White flower.
p.calleryana - chantierleer	White flower.

Magnolia
Star

White flower in spring. Autumn color is yellow.

CLASS I TREES

These are small to medium sized trees that are normally planted for their shade and aesthetic contributions. These trees are generally not for planting under power lines or in parking strips. Typical spacing between Class I trees is 20-30 feet.

ENT 22330:2004 PG 41 of 51

Botanical and Common Name	Height	Spread	Growth	Remarks
Acer campestre Hedge Maple	25'	25'	Slow	A small tree that withstands urban conditions and is long lived. Foliage is dark green on top and fuzzy underneath. Leaves turn yellow and remain late into autumn.
Acer ginnala Amur Maple	15'	15'	Medium	Fall color is red to orange. Very cold hardy.
Acer grandidentatum Bigtooth Maple	25'	15'	Slow	This maple is native to our canyons and is adapted to our climate. Foliage turns brilliant red in the fall.
Acer griseum Paperback Maple	25'	20'	Slow	A graceful tree with cinnamon colored bark that peels away to reveal reddish brown shades. Fall color is reddish brown.
Acer tataricum Tatarian Maple	20'	15'	Slow to Medium	Red winged seeds appear in summer and add interest to the tree. Fall color is yellow/orange. Adaptable to different soil conditions.
Aesculus pavia Red Buckeye	20'	15'	Medium	Similar in appearance to the Horsechestnut this tree is distinguished by its small size and red flowers.
Cercis Cananensis Eastern Redbud	25'	25'	Medium	Trunk is usually branched at the base with ascending branches and bright pink flowers in early May. Heart shaped leaves. <u>Not a long lived tree.</u>
Crataegus phaenopyrum Washington Hawthorn	25'	25'	Medium	Leaves emerging in spring are reddish-purple changing to glossy dark in summer. Flower display beginning in May while fruit sets in late summer and colors bright red in fall.
Crataegu laevigata English Hawthorn	15'	15'	Slow	This Hawthorn has attractive flowers, fruit and growth habit. It grows with very few thorns.
Crataegus cruegalli Inermis Cockspur Hawthorn	20'	20'	Slow	This us a thornless variety of Hawthorn that is native to the eastern U.S. Glossy deep green foliage with persistent red fruit. A good choice for locations near power lines.

Koelreuteria paniculata Goldenraintree	25'	20'	Fast	Large hanging yellow flowers in summer and papery lantern-like seed pods make this tree quite unique. Fall color is crimson, bronze.
Malus app <u>Flowering Crabapple</u> Red Jade Madonna	25'	20'	Fast	A very popular group of trees with varying degrees of white or red flowers. "Spring Snow" is a fruitless variety.
Prunus virginiana Canada Red' Canada Red Cherry	25'	20'	Medium	Leaves emerge green and turn purple as the season progresses. Good natural branching characteristics. Suckering often occurs following establishment.
Syringa reticulata Japanese Tree Lilac	25'	15'	Medium	Stiff branches and reddish-brown bark. Attractive fragrant summer flowering.
Prunus serulata Flowering Cherry Weeping Cherry pink flower	25'	15'	Medium	Vase shaped branching and beautiful floral display are characteristics of this tree. Deep green foliage is attractive in spring and summer. Drought tolerant.
Prunus cerassifera <u>Flowering Plum</u>	20'	15'	Medium	Pink flowers emerge before the leaves each spring. Foliage is deep purple. Usually fruitless.
Prunus accolade	20'	30'	Medium	Wide spreading tree.
Prunus cheal's Kilushidare Sakura	20'	15'	Medium	Weeping shape. Foliage is deep purple.
Acer platanoides Norway Maple	45'	35'	Medium	Dark green summer foliage, can turn yellow in fall. A very popular and well known tree casting dense summer shade. Many different varieties are available.
cv. "Columnar" Columnar Norway Maple	40'	15'	Medium	A dense, columnar variety of the species.
cv. 'Cleveland' or 'Emerald Queen'	45'	30'	Fast	Upright oval-headed form with superior branching habit.
cv. 'Globosum' Glove Norway Maple	20'	20'	Slow	Low crowned form of the species. Good for use near overhead utility wires.
Acer nigrum Black Maple	45'	25'	Slow	Similar in characteristics to the Sugar Maple but more tolerant of climatic conditions in Provo. Foliage has a drooping form and fall color is good.

Aesculus x comea Red Horsechestnut	40'	35'	Slow	This tree is valued for its flowering in the spring. More heat and drought tolerant than most other Horse chestnuts.
Aesculus octandra Yellow Buckeye	40'	25'	Slow	Symmetrical and attractive tree.
Celtis occidentals Common Hackberry	45'	35'	Fast	Stately tree with a straight trunk and bright green foliage turning yellow in the fall. A reliable tree under windy conditions. Vase shaped form.
Pyrus salicifolia	30'	25'	Medium	weeping willow leaf pear.
Pyrus calleryana Flowering Pear	30'	25'	Fast	An outstanding flowering tree with glossy leaves that turn scarlet in the fall. Spring flower is white.
cv. 'Aristocrat'	40'	28'	Fast	
cv. 'Chanticleer'	40'	16'	Fast	
Frazinus pennsylvanica Green Ash	60'	40'	Fast	This tree is extremely hardy and grows under many different conditions. Reliable and tough in the urban landscape.
cv. 'Marshall Seedless'	45'	35'	Fast	
cv. 'Patmore'	55'	45'	Fast	Crown is more broad than Marshall.
cv. 'Urvanite'	35'			
Ginkgo biloba Maidenhair Tree		35'	Medium	Distinctive fan-shaped light green leaves are soft in appearance. Autumn color is bright yellow. Ginkgo is one of the most ancient trees on earth.
cv. 'Princeton Sentry'				
cv. 'Autumn Gold'				
Magnolia Star Saucer	30'	25'	Medium	Light green leaves. Autumn color is yellow. White flower in spring.

CLASS II TREES

ENT 22330:2004 PG 44 of 51 !!!

Many of these trees are long-lived and attain large height and trunk diameter. When selecting a tree from this class, be sure you have ample room to accommodate it at maturity. These trees are not for planting under power lines or in parking strips less than 10 feet wide. Typical spacing between Class II trees is 40-50 feet.

Botanical and Common Name	Height	Spread	Growth Rate	Remarks
Catalpa speciosa Northern Catalpa	60'	40'	Fast	A fast growing tree with heart-shaped leaves and conspicuous white flowers in June. Can withstand hot, dry conditions. Fruit is a long pod.
Fagus grandifora American Beech	60'	55'	Slow	Thin, smooth gray bark. Very similar to the European Beech but larger and has bigger leaves. Golden bronze fall color.
Liquidambar styraciflua Sweetgum	60'	45'	Fast	Glossy green star-shaped leaves turn yellow in the fall. Twigs have cork-like bark. Fruit is a spiny ball that may be a maintenance concern.
cv. 'Moraine'				Hardy variety with fast growth and red fall color.
Liriodendron tulipifera Tulip Tree	80'	45'	Fast	A large tree of the Magnolia family. Flowers born high in the tree. Leaves are bright green and resemble a tulip. It's fast growth can lead to weak wood.
Quercus bicolor Swamp White Oak	50'	35'	Medium	A open-headed tree that is excellent for moist or wet soils. Foliage is green on top and dusty white on bottom. Leaves turn brown in the fall.
Quercus robur English Oak	55'	45'	Fast	A stately tree with small lobed leaves. Thick bark is furrowed and gray. Tolerant of many soil condition. A long lived tree.
Quercus macrocarpa Bur Oak	70'	65'	Slow	A grand tree with large lobed leaves. Adaptable to a wide range of conditions and its tolerant of dry soils, air pollution and temperature extremes. A valuable tree for urban wildlife.
Quercus rubra Northern Red Oak	50'	45'	Medium	A strong tree with dense green foliage that turns red in the fall. A valuable tree for urban wildlife.
Tilia cordata Littleleaf Linden	45'	40'	Medium	A compact pyramidal tree with sturdy upright growth. More heat and drought tolerant than other Lindens. Dense summertime shade.
cv. 'Chancellor'				Upright narrow form that is dense and symmetrical.

cv. 'Glenleven'				Large leaves and more spreading than the species.
cv. 'Greenspire'				
cv. 'Corzam'				Columnar form with small, thicker leaves.
Tilia Americana American Linden	55'	35'	Medium	Large heart-shaped leaves cast dense summer shade. Fragrant flowers appear in the summertime.
cv. 'Redmond'				A pyramidal form and fast growth.
Tilia tomentosa Silver Linden	60'	40'	Medium	White underside of leaves give this tree its name. Tolerates heat and drought well. trunk is smooth and gray.
cv. 'Green Mountain'				Rapidly growing tree that is heat and drought tolerant.
cv. 'Sterling'				Excellent form and resistant to leaf eating insects.
Gleditsia iriacanthos inermis Honeylocust	45'	40'	Fast	A hardy tree with finely textured leaves. Produces filtered shade. Tolerant of salt, heat, drought, and other urban stresses.
cv. 'Shademaster' cv. 'Skyline'				
Metasequoia glyptosiroboides Dawn Redwood	70'	35'	Fast	Fern-like foliage gives this tree a fine texture. Bark is reddish-brown and scaly. Lower limbs must be removed on trees planted in parking strips.
Phellodendron amurense Amur Corktree	40'	30'	Fast	Interesting furrowed bark. Canopy casts filtered shade. Thrives under urban conditions. Tolerant of dry soils.
cv. 'Macho'				This seedless form has good growth characteristics.
Sorbus aucuparia European Mountain Ash	25'	20'	Medium	An ornamental tree with white flowers in summer followed by orange berries in the fall and winter.
Sophora japonica Japanese Pagoda	35'	30'	Fast	Round headed tree with yellow flowers in clusters in late August. Tolerant of urban conditions. Fruit may become a maintenance consideration.
Carpinus betulus European Hornbeam	40'	30'	Medium	Formal appearance and seldom needs pruning. Fall color is yellow/orange. Bark is smooth gray.
cv. 'Fastigiata'				More compact and narrow than the natural forms.
Cladastis kentukea Yellowwood	40'	40'	Medium	Tolerant of many soil conditions. Fragrant white flowers in May.

Fagus sylvatica European Beech	30'	25'	Slow	Dark green to purple glossy foliage. Bark is smooth gray.
cv. 'Aspienifolia'				Cut leaf variety that is fern-like and gold-brown in the fall.
cv. 'Auiropunica'				Has purplish-bronze or copper-colored leaves.
cv. 'Riversil'				Dark purple leaves that turn bronze in the fall.
cv. 'Roseo-Marginata'				Leaves are green-edged with pink and cream colors.
Platanus x acerifolia London Planetree	90'	60'	Fast	A towering tree with strong roots and branches. Bark peels off in patches. Hardy and attractive in winter.
cv. 'Bloodgood'				A common disease-resistant form.
Ulmus parvifolia Lacebark Elm	50'	30'	Medium	The tree has flaky bark and smaller leaves than American Elm.
cv. 'Ohio'				More cold hardy than the species.
Zelkova serrata Japanese Zelkova	70'	70'	Fast	A handsome, vase-shaped member of the Elm family. Fall color is yellow/orange. Adaptable to different soil conditions and tolerant of drought and wind.
cv. 'Halka'				Resembles American Elm.
cv. 'Green Vase'				Rapid growth and good vase-shaped form.
cv. 'Village Green'				Rapid growth and insect resistant.
Aesculus hippocastanum Common Horeschestnut	60'	45'	Medium	Cast dense summertime shade. Showy flowers in May.
cv. 'Baumannil'				Long-lasting flowers and seedless.
Norway Maple				Good fall color (yellow)
Red Maple				Good (yellow to red) fall color.
Native Riverbirch				
Western Red Birch				
Western Hackberry				
Autumn Purple Ash				Good fall color. Great tree.

EVERGREEN CLASS II TREES

Common Name	Botanical Name	Remarks
Oneseed Juniper	Juniperus monosperma	
Rocky Mt Juniper	Juniperus scopulorum 'Varieties'	ENT 22330:2004 PG 47 of 51
Red Cedar	Juniperus virginiana 'Varieties'	
Black Hills Spruce	Picea gaucha densata	
Colorado Blue Spruce	Picea pungens 'Glauca'	No large in front of yard, Mini or dwarf only.
Colorado Green	Picea pungens	No large in front of yard. Mini or dwarf only.
Bristlecone Pine	Pinus aristata	
Pinon Pine	Pinus edulis	
Limber Pine	Pinus flexilis	
Swiss Mt Pine	Pinus mugo	
Austrian Pine	Pinus nigra	
Ponderosa Pine	Pinus ponderosa	
Scotch Pine	Pinus sylvestris	
Douglas Fir	Pseudotsuga menziesii 'Tasifolia'	Excludes coastal varieties.

DECIDUOUS SHRUBS

Common Name	Botanical Name	Remarks
Thin Leaf Alder	<i>Alnus tenuifolia</i>	Nice fall color (yellow)
Serviceberry	<i>Ameianchier ainifolia</i>	Nice fall color (yellow)
Chokeberry	<i>Aronia melanocarpa</i>	Suckers, good fall color (red)
Sagebrush	<i>Artemisia</i> (3)	ENT 22330:2004 PG 48 of 51
Four Wing Saltbrush	<i>Atriplex canescens</i>	
Korean Barberry	<i>Berberis koreana</i>	Thorns
Mentor Barberry	<i>Berberis mentorensis</i>	Thorns, good fall color (yellow to red)
Redleaf Japanese Barberry	<i>Berberis thunbergii atropurea</i>	Thorns
Green Japanese Barberry	<i>Berberis thunbergii</i>	Thorns
Blue Mist Spirea	<i>Caryopteris x clandonesis</i>	
Curleaf Mountain Mahogany	<i>Cercicaroys ledifolous</i>	
Mountain Mahogany	<i>Cercocarpus montanus</i>	
Quince	<i>Chaenomeiss</i> spp.	Showy flowers
Rabbit Brush	<i>Chrysothamnus nauseosus</i>	
Variegated Dogwood	<i>Comus alva bariegata</i>	
Colorado Redosier		
Dogwood	<i>Comus sericea coloradense</i> (3)	Colored twigs provide nice winter color.
Yellowtwig Dogwood	<i>Comus sericea flaviramea</i> (3)	Colored twigs provide nice winter color.
Kelsey Dwarf Dogwood	<i>Comus sericea kelseyi</i>	
Redtwig Dogwood	<i>Comus stolonifera</i>	Colored twigs provide nice winter color.
Cranberry Cotoneaster	<i>Cotoneaster apiculata</i>	
Spreading Cotoneaster	<i>Cotoneaster divaricata</i>	
Rock Cotoneaster	<i>Cotoneaster horizontalis</i>	
Peking Cotoneaster	<i>Cotoneaster lucidus</i>	
Silverberry	<i>Eleagnus commutata</i>	
Burning Bush	<i>Euonymus alata</i> (3)	Nice fall color(red)
New Mexico Privet	<i>Forestiera neomexicana</i>	
Forsythis	<i>Forsythia intermedia</i>	Showy flowers
Honeysuckle	<i>Lonicera</i> (3)	
Mockorange	<i>Philadelphus</i> (3)	
Mountain Ninebark	<i>Physocarpus monogynus</i>	
Potenilla	<i>Potentilla fruticosa</i> (3)	Showy flowers
Sandcherry	<i>Prunus besseyi</i>	
Cistena Plum	<i>Prunus cistena</i>	
Native Chokecherry	<i>Prunus virginiana melancarpa</i>	
Scrub Oak	<i>Quercus gambelii</i>	
Tallhedge Buckthorn	<i>Rhamnus frangula columnaris</i>	
Alpine Currant	<i>Ribes alpinum</i>	
Golden Currant	<i>Ribes aureum</i>	
Dwarf Willow	<i>Salix purpurea nana</i>	

EVERGREEN CLASS II TREES

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Douglas Fir	Pseudotsuga menziesii 'Tasifolia'	Excludes coastal varieties.

Artic Willow	Salix purpurea
Elder	Sambucus canadensis
Buffaloberry	Shepherdia argentea
Spiraea	Spiraea (3)
Snowberry	Symphoricarpos albus
Lilac	Syrina (3)
Viburnum	Viburnum (3)
Privet	Vulgare (3)

Nice fall color (varies)

EVERGREEN SHRUBS

Common Name	Botanical Name	Remark
Euonymus Sarcxie	Euonymus fortunei 'Sarcxie'	
Bigleaf Wintercreeper	Euonymus fortunei vegeta	
Euonymus	Euonymus kiautschovicus	
Manhattan	Manhattan'	
Juniper	Juniperus sp. (3)	
Oregongrape	Mahonia aquifoloum	Nice fall colors (red to purple)
Dwarf Mugo Pine	Pinus mugo mugus	
Gnome Firethorn	Pyracabtg a bgystufikua gnome'	Nice fall colors (red to purple)
Yew	Taxus media	
Dense Japanese Yew	Taxus cuspidata 'densiformis'	

NOXIOUS PLANT LIST

These should NOT be planted in Val Vista Park:

BOTANICAL AND/OR COMMON NAME	REMARKS
Acer negundo Boxelder Maple	Soft wood that is subject to decay. Harbors Box Elder bugs.
Acer saccharinum Silver Maple	Becomes chlorotic in our soils. Soft wood and decay problems.
Ailanthus altissima Tree of Heaven	Very brittle wood and weak branching. Seeding makes this tree invasive.
Eleagnus angustifolia Russian Olive	Thorns, fruit and growth habits are unsuitable.
Ulm pumila Siberian Elm	Brittle wood and weak branching. Invasive spread from seeding.
Populus Cottonwood, Aspen and Poplars	Trees in this family have soft wood and are subject to decay. Shallow roots.
Robinia pseudoacacia Black Locust	Extremely susceptible to boring insects. Brittle wood.
Salix Willow	Soft wood subject to decay. Shallow roots. Aphids.

May be planted only in contained areas.

Sumac Blue Lyme Grass Ribbon Grass Bishop Weed Bamboo Arundo Grass	May be planted in contained pots only. Very invasive plants. Very invasive plants.
Raspberries Mint	Must be planted in contained areas. Must be planted in contained areas.