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Salt Lake County, Utah, Dept. Date JUL 5 1978

3133536

Edward J. Miles
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CANYON COVE SUBDIVISION NO. I & NO. II
45050 9th East
94102

THIS DECLARATION, made this 26th day of June, 1978, by CANYON COVE LIMITED PARTNERSHIP, a Utah limited partnership, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real properties described in Paragraph 2 of this Declaration and desires to create thereon a residential community; and,

WHEREAS, Developer desires to provide for preservation of values and for the selling of the property described herein pursuant to a general plan of improvement, to certain restrictions, covenants and conditions;

NOW THEREFORE, the Developer declares that the real property described in Paragraph 2 is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and easements hereinafter set forth.

1. Definitions. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- A. "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any supplemental declaration recorded hereafter.
- B. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the properties.
- C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.
- D. "Architectural Control Committee" shall mean and refer to the committee appointed by a majority of the owners to approve architectural and landscape plans of owners intending to construct a dwelling unit upon the property.

2. Property Subject to this Declaration. The real Property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, State of Utah, which shall hereinafter be referred to as "the property" and is more particularly described as follows:

CANYON COVE NO. I.

Beginning at the Northeast corner of Section 23, T 2S., R.1E., S.L.B. & M., said section corner being N 0°43'06" E 2621.720 feet from the East 1/4 corner of said Sec. 23; thence East 898.076 feet; thence S49°W 359.368 feet; thence S68°W 341.740 feet to a point on a 221.756 foot radius curve, the center of which bears S68°W; thence Southwesterly along the arc of said curve to the right through a central angle of 67°00', a distance of 259.31 feet to a point of reverse curve the bearing between the curve centers being S45°E; thence Southerly along the arc of a 296.772 foot radius curve to the left through a central angle of 50°00', a distance of 258.98 feet to a point of a reverse curve, the bearing between curve centers being S85°W; thence Southerly along the arc of a 799.411 foot radius curve to the right through central angle of 21°00', a distance of 293.00 feet; thence S16°W 103.834 feet; thence N74°W 347.438 feet; thence S14°15'W 137.552

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N75°W 111.019 feet to a point on a 1482.685 foot radius curve the center of which bears N78°39'11"W said point being on the Easterly line of Wasatch Boulevard; thence along said Easterly line and along the arc of said curve to the left, Northwesterly through a central angle of 21°37'49", a distance of 559.74 feet; thence N10°17'W, along said Easterly line 722.179 feet; thence S89°05'35"E 686.927 feet to the point of beginning.

CANYON COVE PARCEL NO.2

BEGINNING at the East 1/4 cor., Sec. 23, T2S, R1E, Salt Lake Base and Meridian, said section corner being S. 0°43'06" W. 2621.72 feet from the N.E. corner of said Section 23; thence N. 89°32'57" W. 627.088 feet; thence N. 77°30' W. 24.588 feet to a point of tangency with a 2718.452 foot radius curve the center of which bears S. 12°30' W.; thence Westerly along the arc of said curve to the left through a central angle of 5° 00', a distance of 237.23 feet to a point of reverse curve, the bearing between curve centers being N. 7°30' E.; thence Westerly along the arc of a 1163.794 foot radius curve to the right through a central angle of 11°35', a distance of 235.28 feet to the Easterly line of Wasatch Boulevard; thence along said Easterly line, N. 19°05' E. 60.00 feet to the point of beginning of a 1103.794 foot radius curve the center of which bears N. 19°05' E.; thence Easterly along the arc of said curve to the left, through a central angle of 11°35', a distance of 223.15 feet to a point of reverse curve, the bearing between curve centers being N. 7°30' E.; thence Easterly along the arc of a 2778.452' radius curve through a central angle of 5°00", a distance of 242.47 feet; thence S. 77°30' E. 63.303 feet; thence N. 12°30' E. 150.032 feet; thence N. 9° W. 148.131 feet; thence N. 18° E. 351.665 feet; thence N. 13° W. 85.677 feet; thence N. 57° W. 267.852 feet to a point on the Easterly line of Wasatch Boulevard, said point being on a 1482.685 foot radius curve, the center of which bears N. 59° 49'09" W.; thence Northeasterly along the arc of said curve to the left, through a central angle of 18°50'02", a distance of 487.38 feet; thence S. 75° E. 111.019 feet; thence N. 15° E. 71.00 feet; thence S. 75° E. 195.140 feet; thence N. 14° 15' E. 137.552 feet thence S. 74° E. 347.438 feet to a point on a 262.357 foot radius curve, the center of which bears S. 74° E.; thence Southeasterly along the arc of said circle through a central angle of 64°, a distance of 293.06 feet; thence S. 48° E. 47.710 feet; thence N. 42° E. 188.364 feet; thence N. 28° W. 21.034 feet; thence N. 62° E. 150.00 feet; thence S. 28° E. 365.00 feet to its point of tangency with a 170.861 foot radius curve; thence Southerly along the arc of said curve to the right through a central angle of 26° 00', a distance of 77.53 feet; thence N. 88° E. 128.054; thence S. 0°43'06" W. 930.086 feet; thence West 820.00 feet to the point of beginning.

3. Mutual and Reciprocal Benefits. All of said restrictions, conditions, covenants and agreements shall be made for the direct mutual and reciprocal benefit of each and every lot created upon the above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create privity of contract and privity of estate between grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other lots in said subdivision.

4. Terms of Restriction. Each and all the said restrictions, conditions, covenants and agreements shall continue in force and in effect and be binding until January 1, 2008, upon which date same shall be automatically continued for successive periods of

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ten (10) years unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with said restrictions; provided, however, that at any time after January 1, 2008, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owner of a majority of the property. These Covenants, Conditions, and Restrictions may also be amended pursuant to paragraph 17 herein.

5. Private Residence. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises, provided that, developer shall be allowed to erect or otherwise place such facilities as may be deemed necessary, at its discretion, for marketing and development of the project.

6. Temporary Structures. No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence except as is set forth in Paragraph 5 above.

7. Nuisances:

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

B. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained, or permitted on any place within the limits of said subdivision, excepting only a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. Signs. Except for signs displayed by the developer during the construction and lot sales period, no signs other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

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G. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot. All television antennas must be placed inside the residential structures.

H. Air Conditioning. No swamp coolers will be permitted. Air conditioning shall be provided only by a central air conditioning system.

I. Construction Debris. All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to locate on any adjoining lot or any public right-of-way. Lot owners shall take whatever action is necessary to prevent run-off and resultant erosion of adjoining public or private property. Lot owners agree that the undersigned or the Architectural and Structural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all sums expended by said Committee or the undersigned in cleaning up and removing said "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by owner within 48 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work.

8. Easements. Such easements and rights-of-way shall be reserved to the Developer, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation thereon of drainage pipes, conduits, poles, wires and other means of conveying to and from lots in said subdivision, gas, electricity, power, water, telephone, sewer and any other thing for convenience to the owners of the lots in said subdivision as may be shown on the recorded plat.

It is understood that lots number 12, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 251, 252, 253, 254, 255, 256, 257, 258, 259, 261, and 262 are encumbered by Big Cottonwood Conduit Easement and that lots numbers 12, 13, 14, 28, 29, 30, 31, 32, 33, 34, 36, 37, 42, 44, 45, 46, 47, 251, 252, 253, 254, 255, 256, 257, 258, 259, 261, 262, 263, 264, 265, and 266, are encumbered by a Salt Lake Aqueduct Easement. Owners are not permitted to construct permanent structures or plant trees over said easements (i.e. but not limited to tennis courts, landscaping, gardens, fences, etc.) are done at Owner's risk, and plans for same shall require review and approval by the U. S. Department of Interior, Bureau of Reclamation, hereinafter referred to as "U.S.", and the Metropolitan Water District of Salt Lake City, hereinafter referred to as "District". Any and all fences constructed over said easements must have metal gates installed being ten (10) feet wide and five (5) feet on each side of the centerline to permit ingress and egress along said easements. All gates shall be locked and the U.S. and the District shall be provided a common master key for all such locks. Owners of lots encumbered by the Salt Lake Aqueduct Easement as set forth above must, 48 hours prior to beginning construction of any homes or appurtenant

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improvements thereon, stake the location of same in the field and notify the U. S. and the District so as to permit inspection and approval to avoid any encroachment of the subject easements.

Pipelines or conduits shall not be constructed within 25 feet from the centerline of the subject Salt Lake Aqueduct except where necessary to cross the Aqueduct, and in such event all crossings must provide a minimum of one (1) foot clearance between such pipeline or conduit and the Aqueduct. All sewer pipeline crossings must cross under the Aqueduct unless otherwise approved in writing by the U. S. and the District, and all such sewer line crossings shall be constructed of cast iron with tight sealed joints for a minimum of twenty (20) feet on each side of the centerline of the Aqueduct.

Any increase in the cost to reconstruct, operate, maintain and repair the Salt Lake Aqueduct and appurtenant structures which result from the construction of the subdivision, homes and other physical structures and utility improvements in the subdivision shall be borne by subdivider or its successor in interest in the land. Any costs to the District or the U.S. which result from the construction of the subdivision or utility improvements shall be borne by the subdivider or its successor in interest in the land, and such costs shall constitute a lien on said land until paid.

It is further understood that lots number 33, 40, 41 and 42 are encumbered by Heughs Canyon Drainage Easement. Owners are not permitted to obstruct said easement in any manner so as to interfere with the purposes therefore.

9. Set Backs. No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established by local ordinances.

10. Resubdivision of Lots. None of the lots in subdivision may be resubdivided except that the Developer, its successors or assigns may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the Developer, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract in said subdivision and adequate in size and character to permit development similar to that on said other lots, and such lot or lots may be divided by the Developer, its successors and assigns or permission may be granted by the undersigned, its successor or assigns to the owner of such lot or lots as the case may be, to sole divide such lot or lots.

11. Compliance With Zoning Ordinances of Salt Lake County. All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of Salt Lake County Zoning Ordinances relating to its current zoning or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

12. Architectural Control Committee. An Architectural Control Committee consisting of three (3) members has been created by the Developer. The Developer may fill vacancies in the Committee and remove members thereof at is discretion, provided, however, that when ninety percent (90%) of the lots in said subdivision have been sold (either deeded or sold under contract of sale) thereafter, upon written designation by eighty-five percent (85%) of those who are owners (either under contract or purchasers in fee) of lots in said subdivision, of some person or persons whom

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such owners shall desire to have made a member of the Committee, the Developer will appoint said persons to the Committee and if necessary will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the Developer shall always remain a member of the Committee if the Developer so desires. The functions of the Committee shall be, in addition to the functions stated elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said subdivision so that all structures shall conform to the restrictions and general plans of the Developer and of the Committee for the improvement and development of the whole subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members in any authorization. Approval made by the Committee must be in writing and signed by at least two (2) members thereof. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgement to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures. The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with architectural soundness thereof.

13. Architectural and Structural Control:

A. Approval Required. No building or structure, including a tennis court or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

B. Structural Guidelines. Footings, foundations, walls, floor diagrams and other earth retaining structures must be designed to resist all lateral forces. Complete details of these structural elements, together with recommended construction procedures, must contain the seal and signatures of a professional engineer licensed by the State of Utah before consideration will be given by the Committee. The Committee's approval will in no way be deemed as passing upon the engineering and structural adequacy of the said design. Said design's adequacy will be the sole responsibility of the professional engineers whose seal and signature accompanies said design.

C. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Canyon Cove Subdivision affected hereby:

1. Harmony in Building: The exterior material of all homes shall be either wood, stucco, brick

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or stone or veneers of same. Roofs shall be constructed of shake or bar tile construction unless otherwise approved in writing by the Committee.

2. Square Foot Requirements: The minimum size of the main floor of any house shall be 1,500 square feet; provided, however, that any single story rambler with or without a basement shall have a minimum main floor size of 2,000 square feet.

3. Roof Design: Roof design shall be limited to a minimum of 5/12 pitch and a maximum of 9/12 pitch. Pitch may be increased to 12/12 pitch with Architectural Control Committee approval.

4. Garages: Each residence constructed upon the property must include a garage large enough for at least two (2) cars. The garage shall be fully enclosed.

5. Retaining Walls: All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes but not as structural slope retention devices. See Paragraph 13B, Structural Guidelines.

6. Site Plan: The direction which homes on corner lots shall face must be approved by the Committee. Lot owners must determine the depth and location of the sewer from the Sewer Department prior to designing their exterior house elevations.

7. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height of fences shall be in conformity with Salt Lake County ordinances. Under no circumstance will any "chain link" fencing of any type, brand or make be allowed to be constructed on any property within the described subdivision.

8. Exterior Lighting: Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

9. Scale of Lot Layout: No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter scale.

10. Samples: Prior to the approval of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions.

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In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.

11. Construction Plans and Drawings: Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee. The Committee will not permit any redlining or oral modification of said final "to be constructed" plans and drawings, and all plans shall be approved by the Committee until after the footing and foundation plans have been approved in writing by a licensed structural engineer. All such plans and drawings will be deemed to be approved at such time as they have been signed by three members of the Committee or their designated representatives.

12. Prohibition Against Soil Erosion and Runoff: It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system.

14. Restriction Against Raising or Otherwise Changing the Height of Grade. Neither the lot owner nor any person or persons claiming under him shall or will at any time raise or otherwise change the grade of any lot or lots herein conveyed or otherwise permit said grade to be different from the grade established by the Developer. Notwithstanding the foregoing a lot owner shall be entitled to make application to the Salt Lake City Planning Commission for a change in grading. Upon approval of both the Committee and the Salt Lake City Planning Commission in writing, a change in grading will be permitted.

15. Diligence in Building. When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. No building shall remain incomplete for any reason for a period in excess of eleven months from the date that site excavation commenced.

16. Landscaping. No landscaping or planting of trees on said property is to take place until the plans or specifications therefore have been first approved in writing by the Architectural Control Committee.

17. Amendment. This Declaration of Covenants and Conditions may be amended by the affirmative vote of 2/3 of all lot owners. Each lot except those owned by the Developer shall have one vote. The Developer shall have three (3) votes for each lot it owns.

18. Acceptance of Restrictions. All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein and to any amendment made in accordance with paragraph 4 and paragraph 17 herein set forth.

19. Invalidity. It is expressly agreed that in the event any covenants or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any other valid covenant, condition or restriction.

20. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

21. Repair of Buildings. No improvement upon any property within the subject development shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

22. Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within nor removal of any improvement therein (other than repairs or rebuilding) without the prior approval of the Architectural Committee pursuant to Paragraph 13 hereof.

23. Enforcement. The lot owners hereby agree that the Committee may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the court. The result of every action or omission whereby any restrictions, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

24. Effect of Waiver or Breach or Failure to Enforce. Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

25. Severability. Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document this 26th day of June, 1978.

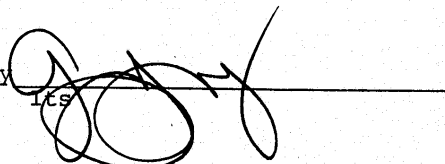
CANYON COVE LIMITED PARTNERSHIP
By CANYON COVE, INC., its
General Partner

Attest:



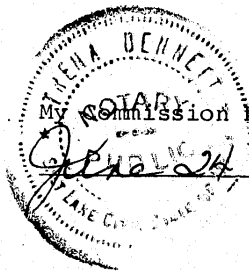
By

its



STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 26th day of June, 1978, personally
appeared before me Gregory A. Farley and Dale R. Nielsen
who being by me duly sworn did say, each for himself, that he,
the said Gregory Farley is the Vice President, and he
the said Dale Nielsen is the Secretary, of
CANYON COVE, INC., General Partner of CANYON COVE LIMITED PARTNERSHIP,
and that the within and foregoing instrument was signed in behalf
of said corporation by authority of a resolution of its Board of
Directors.



Irene Bennett
Notary Public
Residing at Salt Lake County
Utah

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