

Perry & Assoc., Inc
17 E. Winchester St. #200 ← (M)
Murray, UT 84107

CANYON VIEW ESTATES SUBDIVISION

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Feb 13 11:12 am FEE 49.00 BY SS
RECORDED FOR PERRY & ASSOCIATES INC

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being the owners of the following described real property located in the City of Lehi, Utah County, State of Utah, to wit:

Lots 1 - 34 inclusive, Canyon View Estates Subdivision; according to the official plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said Lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles. All construction to be of new materials, except that used brick may be used.

2. Architectural Control. No outbuilding or additions shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, Planning Commission, and City Council as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Outbuildings, additions, walls, and any other modifications to any residence or lot shall meet all applicable building codes, and shall not be erected without proper permits and inspections issued by Lehi City, or any other municipal entity having competent jurisdiction. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet above ground, exclusive of basement area, if any, with a two car garage.

4. Building Location.

(a) All building set backs shall conform those shown on the Canyon View Estates recorded plat.

(b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintain of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall

anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in an enclosed area designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side yards unless they are in running conditions, properly licensed and are being regularly used.

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7. Temporary Structures. No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted to be placed upon a building lot for permanent use.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sales or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. For the purpose of safety no fence, wall, hedge, or shrub planting which obstructs sight lines above 3 feet will be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 35 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

13. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway and extend back to the back corners of house. Landscaping must be installed within one year of occupancy. Landscaping requirements are as outlined below:

***(a)** On corner lots landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

***(b)** Landscaping shall include at least one tree and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low spreading shrubs or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

(c) Builder will provide with each home enough sod to cover front yard of home and it will be the sole responsibility of each individual home owner to install this sod and any

other landscaping for their particular lot and park strips.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Future Construction. Once developer has completed construction of approved residence, owner agrees to meet all requisite approvals of Lehi City before beginning any additional construction.

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16. The main exterior materials shall be brick, stucco, stone or artificial stone. However, no aluminum, vinyl, or wood siding shall be used as an exterior wall finish. Any other exterior wall finishes shall be first approved by the Lehi City Planning Commission and City Council. Builder will use a minimum of 80% hard surface meaning brick, stucco, stone or artificial stone on the exterior of all homes.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee shall be composed of three persons, each of whom is a property owner in the Canyon View Estates Subdivision, or an employee of the developer. The committee shall be elected by a ballot of property owners within this Unit of the Canyon View Estates Subdivision. If there are more than three candidates, the three parties gaining the most votes shall constitute the elected committee. Vacancies on the committee may be filled on a temporary basis by agreement of the remaining members of the committee. When a vacancy occurs, an election shall be held within six months at which time the vacancy shall be filled by ballot of the homeowners. At any time, a majority of the record owners of lots in this Unit of the subdivision may take action to remove and replace committee members, or to add or remove powers of the committee. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All plans must be stamped and signed by the Architectural Control Committee prior to submittal to Lehi City for building permit.

Three Persons

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

3. Any amendments in the CC&Rs must be approved by the Lehi City Council and Planning Commission.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

2. Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

4. Amendment. These covenants are to run with the land and shall be binding on all parties and all person claiming under them unless an instrument signed by seventy-five

percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any Changes that are made by home owners association must be approved by both the Lehi Planning Commission and City Council.

5. These restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be constructed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City.

For: Perry Development, LLC

By: William O Perry

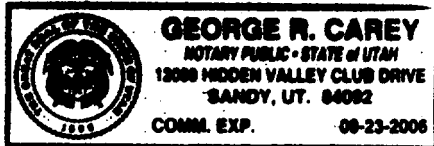
DATE 2/10/03

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STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 10 day of February, 2003, personally appeared before me William O Perry, who being by me duly sworn did say, that he is the President of Perry Development, LLC, and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and the said person duly acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 10 day of February, 2003.



George R. Carey
NOTARY PUBLIC

Residing at: SL County

My Commission Expires: 9-23-2006