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DECLARATION OF PROTECTIVE COVENANTS

for BRANDON CANYON #1

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24 SEPTEMBER 90 04:06 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
REC BY: KARMA BLANCHARD, DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Commonly known as Brandon Canyon #1

In consideration of the premises and as part of the general plan for improvement of the property comprising of Brandon Canyon Subdivision, we do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned 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 detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Brandon Canyon Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect with typography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than the Sandy City Requirement for the R1-10 Zone. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes. The Architectural Control Committee may at its sole option require some portion of the exterior of any home to include some brick, stucco or other masonry product.

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4. Building Location.

(a) Building location must conform to the requirements of Sandy City.

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

5. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision, shall within 2 years from the purchase date of said lot, commence construction of landscaping upon the first 50 foot frontage of purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 18 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantor, their heirs, devisees or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of the property. Lot owners comply with the following Sandy City requirements:

(a) That all lots comply with all standards of the Sensitive Area Overlay Zone, including landscaping required by Sandy City due to any and all original vegetation removed prior to the subdivision preliminary grading. Said landscaping to be done by the lot owner.

(b) That structures be prohibited within an average of 20 feet (no point being closer than 10 feet) of a continuous hillside, crest (upslope or downslope) or a slope over 30% or greater, whichever would require the structure to be closer to the front setback, as determined by the Engineering Department.

(c) That any area equal to or in excess of 30% slope be indicated (cross-hatched) on the final plat, and that prospective builders and home buyers be appraised of the restrictive nature of the hillside lots.

(d) That all restrictive hillside requirements be included in the restrictive covenants and that a copy be made available to the City prior to final approval.

(e) That no grading, cuts, fills, terracing or vegetation removal be allowed on a continuous hillside crest (upslope or downslope) or a slope of 30% or greater unless otherwise determined by the Planning Commission upon recommendation of the Engineering Department.

(f) That fencing be prohibited from the 30%+ slope area.

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6. Easement.

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

7. 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 or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of Brandon Canyon Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless that are in running condition, properly licensed, and are being regularly used.

8. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

9. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All incinerators or other 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 material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.

If in the opinion of Brandon Canyon Architectural Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

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11. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Brandon Canyon Architectural Committee.

12. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the lot at the time of its initial purchase.

PART B

BRANDON CANYON ARCHITECTURAL COMMITTEE

1. Membership.

Brandon Canyon Architectural Committee is comprised of Peter Coats and Steve Young. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services pursuant to this covenant.

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 which 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.

PART C

GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenant shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

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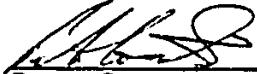
2. Enforcement.

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

3. Severability.

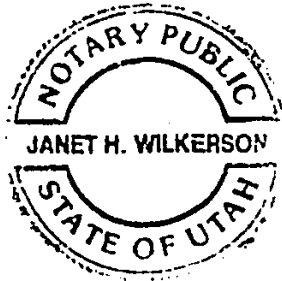
Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.


PETER COATS

By: 
Peter Coats, General Partner
for Brandon Canyon Development

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

On the 9th day of August, 1990, personally appeared before me,
Peter Coats, the signer of the above instrument, who duly acknowledged to
me that he executed the same.




NOTARY PUBLIC
Residing in 1357 E. 10600 So Sandy, Ut
My commission expires 9-20-91

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