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DECLARATION OF RESTRICTIONS AND LIMITATIONS ON
CANYON MEADOWS SUBDIVISION

WESTERN STATES TITLE
INSURANCE CO. - PROVO
ORDER No. 7080

WHEREAS, the undersigned are the owners of the following described property located in Provo City, Utah County, State of Utah, to-wit: Part of the West 1/2 of Section 19, Township 6 South, Range 3 East, Salt Lake Base & Meridian. U. S. Survey. Commencing at a point North 0° 31' East 2302.50 feet along Quarter Section line from Southeast Corner of Southwest Quarter of said Section 19; running thence West 1088.04 feet to the East right-of-way line of the State Road; thence North 3° 08' West 597.96 feet along said right-of-way line; thence East 867.00 feet to a point on the East bank of the Timpanogos Canal; thence South 45° 00' East 90.00 feet along said East bank; thence South 39° 00' East 259.60 feet also along said bank; thence South 0° 31' West 9.11 feet to a point 0.48 chains South and 0.45 chains West of the center of said Section 19; thence East 0.45 chains (29.70 feet); thence South 0° 31' West 322.57 feet along the Quarter Section line to the point of beginning.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as Canyon Meadows Subdivision, Provo City, Utah County, Utah. Said Plat having been approved by the Board of Commissioners of Provo City, and duly filed in the office of the County Recorder of Utah County, Utah, and

NOW THEREFORE: It is hereby determined, fixed, and declared that the following protective and restrictive limitations are binding on, appurtenant to, and run with each and every lot or parcel of land in said subdivision hereinabove described, and said restrictions and limitations shall be binding on all parties and all persons claiming under, and as grantees of the undersigned, to-wit:

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 a private garage or carport for not more than two cars.

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 have been approved by the Architectural Control Committee 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 minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Glen Wright, C. E. Slavens and E. D. Slavens, all of Provo City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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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.

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 dwelling shall be permitted on any lot at a cost of less than \$15,500.00, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Provo City, Utah. In any event no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 a building, on a lot to encroach upon another lot.

No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

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

No building can be moved onto any lot unless it be newly constructed of new materials and of exterior design compatible with the existing structures in the subdivision.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, plant or other material 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 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.

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No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

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.

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.

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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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 in part.

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

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

The provisions of this instrument or declaration shall be just as effective and binding upon the purchasers of any of the lots or parcels of land hereinabove described as if the provision hereof were a part of the plat of said Canyon Meadows submitted and approved by the City Commission of Provo City, Utah, and filed in the office of the Recorder of Utah County, Utah, on the 6th day of October, 1965, as Entry No. 15522, Map Filing No. 658.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Provo, Utah County, State of Utah, this 18th day of October, A.D., 1965.

Lynn A. Starley
Lynn A. Starley

Murl Starley
Murl Starley

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On October 13, A.D., 1965, personally appeared before me, a Notary Public, in and for said County and State, Lynn A. Starley and Murl Starley, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Dean Jeffers
Notary Public

Residing at: Provo, Utah

Commission expires: Feb. 23, 1967

Attest:

Genela Slavens
Secretary

SLAVENS HOMES, INC.
By C. E. Slavens
President

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 13th day of October, A.D., 1965, personally appeared before me, C. E. Slavens and Genela Slavens, who being by me duly sworn did say, each for himself, that he, the said C. E. Slavens is the president, and she, the said Genela Slavens, is the secretary of Slavens Homes, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors parties acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Alan W. Farrer
Notary Public

Residing at: Provo, Utah

Commission expires: May 12, 1966



Western States Title Co.

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Edna West Smurthwaite
THE MA WEST SMURTHWAITE
UTAH COUNTY CLERK
PROVO, UTAH

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