

17446

SECURITY FILE
NO. 24013

PROTECTIVE COVENANTS

Fee owner of the following described real property located in the City of Provo, County of Utah, State of Utah, the same being the real property now duly platted as:

Canyon Cove, Plat A, all of lots one through forty-one on file at the office of the Utah County Recorders.

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a subdivision of the City of Provo, as such plat is now recorded in ^{Entry No. 15688 as Map Filing No. 2366} BOOK _____ at Page _____ of the records in the Office of the County Recorder of the County of Utah, State of Utah, hereby makes the following declarations as to limitations, restrictions, covenants and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and the use as specified herein:

1. Lots in this subdivision shall be residential lots, and all buildings erected thereon shall be one-family dwellings.

2. No dwelling house or other structure shall be erected on the conveyed property until the plans and specifications with the proposed site therefor have been submitted to and approved by the Developer as to outward appearances and design, and a written permit issued therefor; provided, however, that if the Developers fail to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, such approval shall not be required. All residences shall contain a minimum of fifteen hundred (1500) square feet on the main floor, finished for the purposes of human habitation, not including a garage, carport or other structure whose function is not directly to be used for human habitation. In addition, only one family shall occupy any individual dwelling or unit.

3. The Developers may at any time assign such individual or individuals residing within the development to replace them as an architectural committee to provide the above-described approval for plans and specifications. This committee shall be no less than three (3) individuals in number and shall be no more than five (5). As soon as said committee has been appointed by the Developers, then the initial committee shall choose a term of office for which it shall serve. Committee membership other than a representative of the original Developers, shall be limited to property

owners in the subdivision. Ownership shall be construed to include any purchaser of a lot of the subdivision whether or not such purchase is by cash or is otherwise financed. Each new committee member shall be chosen by a majority of the then property owners within the development. In the event that the property owners should fail to appoint a successor committee member, then the committee member whose term would have expired shall serve until such time as his successor is appointed.

4. At such time as all of the property within the development has been developed and structures built thereon, then the architectural committee shall become inactive and shall not be required to meet in formal meetings unless and until one of the property owners shall request such a meeting for purposes of enforcing one of these restrictive covenants or for purposes of approving or disapproving any modification or additional structure to be constructed upon any property or lot within the development.

5. No portion of any house, appurtenance or outbuilding shall be less than the requirements of Provo City ordinances for this particular zone, currently designated R1-10. For purposes of this restriction, windows in any usual projections shall not be considered a portion of any house, appurtenance or out-building.

6. These restrictions shall operate as covenants running with the land for the benefit of any and all persons

who now may own, or who may hereafter own, property in this development, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

7. It is further agreed by all grantees that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be construed as express conditions subsequent, on each of which the conveyances are made. If a grantee shall neglect or fail to perform and to comply strictly with the several restrictions on his part, or any of them, Developer and/or successors may at any time thereafter serve on such grantee a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing him to remedy such default or breach. Should such grantee thereafter for a period of ninety (90) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on him by Developer and/or his successors, notifying him that they elect that the title to the whole of the conveyed premises shall revert to them; and thereupon without the necessity of any further action on the part of them, revert to and re-vest in them, and grantee shall lose and forfeit all of his rights, title and interest

in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and the Developer and/or his successors shall have the right of reentry to the conveyed premises.

8. 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 reentry 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.

9. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

10. Developer reserves the right to change or cancel any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable.

11. The foregoing restrictions, covenants and conditions shall be binding on the property conveyed by the within deed and the owners thereof for a period of ten (10) years from the date of the first deed recorded for a conveyance of property in the development and may be extended thereafter, in whole or in part, for successive periods of ten (10) years each, by majority vote of the owners of property within the development having an assessed valuation of at least seventy-five percent (75%) of the total of the assessed valuation of all the property in the subdivision. Such owners may effect an extension by executing and acknowledging an appropriate agreement or certificate to such effect and filing same for record in the Office of the County Recorder for the County of Utah, State of Utah, at least six (6) months prior to the expiration of the restrictions, covenants and conditions sought to be renewed. Filing of such instrument shall be effective to renew any and all conditions, restrictions and covenants contained herein, or portions thereof, which may be so specified in such instrument, and to remove any others of the conditions, covenants and restrictions not so specified.

12. Notwithstanding anything herein expressly or impliedly to the contrary, these covenants and restrictions shall be subject to all easements heretofore or hereafter granted by the grantor or Developer for the installation and maintenance of utilities, sewers, community television, drainage and similar facilities that are necessary or appropriate for the development of the project.

13. Notwithstanding anything herein expressly or impliedly to the contrary, these covenants and restrictions shall be subject to the right of the Developer to erect such signs and maintain such sales offices, either temporary or permanent in nature, to effectuate the sale and final conveyance of the properties within the project. This provision shall remain in effect for a period of two years from the date of execution of the first conveyance of property from the grantor.

14. Each of these covenants and restrictions shall be severable from the other covenants and restrictions and should any of them be determined to be invalid by any competent court of law, then the remaining covenants and restrictions shall remain in full force and effect as if the invalid provision had never been enacted.

DATED this 7 day of May, 1979.

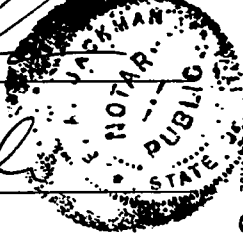
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ORDERED AT THE REQUEST OF
SECURITY TITLE & INS. CO.

J. Ron Rogers
J. RON ROGERS
Dan K. Shaw
DAN K. SHAW

SUBSCRIBED AND SWORN to before me this _____ day of _____ May, 1979.

[Signature]
NOTARY PUBLIC



BOOK 17446 PAGE 50

My Commission Expires: 8-22-82

Residing At: [Signature]

*Drawn by K. D. Shaw
9150 South Road SW.
Shaw's Land.*

1979 MAY -9 AM 9:30
NINA D. FEEDER
JEWELL COMPANY
DEPT. 107
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