

When recorded mail to:  
Ensign Development Inc.  
5941 Redwood Rd.  
Taylorsville, UT 84123

Ent 248036 Page 1 of 5  
Date: 05-OCT-2005 11:42AM  
Fee: \$34.00 Check  
Filed By: KHL  
CALLEN B PESHELL, Recorder  
TOOELE COUNTY CORPORATION  
For: ENSIGN DEVELOPMENT INC

## DECLARATION OF RESTRICTIVE COVENANTS FOR CANYON VILLAGE PHASE 2

### PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

All lots 1 to 17 inclusive, Canyon Village Phase 2; according to the plat thereof, as recorded in the office of the County Recorder of Tooele County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance 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 or less than two vehicles.
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 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.
3. Dwelling Quality and Size. Except as otherwise provided herein, each dwelling shall conform to Tooele City requirements. All single family detached dwellings shall have a minimum of a 900 square feet of finished floor space excluding the garage and the basement, basement meaning below grade.
4. County and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Protective Covenants.
5. Building Location.

- (a) Building location must conform to the requirements of Tooele City.
  - (b) Detached Accessory Buildings. A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed in the Lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself.
  - (c) 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. **Modular homes** are not permitted to be placed upon a building lot for permanent use.
  - (d) For the purpose of this covenant, eaves, steps, and 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 any other lot.
6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Canyon Village Phase 2 Subdivision. 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 easements. 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 or utility company is responsible.
7. Landscaping. Front Landscaping is required on each lot one year after closing. The landscaping will include a minimum of a sprinkler system; front lawn; park strip trees, and 5-one gallon shrubs. At least 50% of the front lawn shall be in grass excluding the driveway. The remaining 50% can be grass, or flowerbeds, or mineral combination decorative scapes. Corner lots shall have finished landscaping following the, afore mentioned guidelines on both street sides of the lot to the property line. Park strips must be landscaped and maintained by the homeowner. Corner lots shall have 4 park strip trees spaced evenly on both sides, Cul-de-sac lots shall have 1 tree, and interior lots shall have 2 trees. A Lien against the property will be filed for \$100 per day, if landscaping is not in or maintained as described above.
8. 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 any annoyance or 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 enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.
9. Garbage and Refuge 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 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 materials or other objects are to be stored on any lot in view of the general public.

10. 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 or food production and are restricted to pet owner's premises or on leash under handler's control.
11. 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.
12. 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.
13. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of Tooele City, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

#### **PART C. ARCHITECTURAL CONTROL COMMITTEE**

1. Membership. 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 of the committee shall have full authority to select 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. The Architectural Control Committee is composed of:

Vaughn Wilson  
Dennis Berrett  
Elyas Raigne

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and

site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, 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.

**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 owner of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in 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 judgment or court order shall in no wise affect 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 persons 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.

ENSIGN DEVELOPMENT INC.


By: 

DENNIS E. BERRETT  
PRESIDENT

State of Utah )

County of Salt Lake )

On the 25<sup>TH</sup> day of September, 2005 personally appeared before me Dennis Berrett, who being by me duly sworn, did say that he is a The President of Ensign Development, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

  
\_\_\_\_\_  
Notary Public

Residing at: Salt Lake County  
My Commission Expires: 4-1-07

