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29 AUGUST 90 11:53 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
REC BY: KARMA BLANCHARD, DEPUTY

4959326

WHEN RECORDED MAIL TO:
Canterwood Associates
c/o Hedman Investments, Inc.
942 E. 7145 S., suite A-203
Midvale, Utah 84047

F21682C
DECLARATION OF PROTECTIVE COVENANTS
for
CANTERWOOD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

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

All of lots 1 thru 17 of Sidwell Nos. 22-33-101-
CANTERWOOD SUBDIVISION 011,012
according to the official plat thereof. 22-28-353-007

In consideration of the premises and as part of the general plan for improvement of the property comprising CANTERWOOD SUBDIVISION, the undersigned does 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 and a private garage for not more than three 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 Canterwood Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. Such plans to include a notation as to required sprinkler system extension and tree planting (See section 12. Landscaping) and required street lights or wiring of existing street lights (See Section 7. Street Lighting.) Two sets of plans

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must be submitted for this purpose, one set will remain in the office of the Canterwood Architectural Central Committee. The other set will be returned to the lot owner with the approval or disapproval thereof.

All homes will be required to have at least 50% brick, stone veneer, or stucco. The approval or disapproval of any home must be given by letter from the Canterwood Architectural Committee. 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 open porches and garages is less than 1,900 square feet for a single story, split level or split entry structures; or less than 1,400 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,000 square feet for two story structures. No structure shall be constructed on any lot at a value of less than \$125,000 inclusive of lot based on costs and values prevalent in 1990.

4. Building Location & Requirements

(a) No building shall be located on any lot nearer than 30 feet to the front lot line or nearer to the side street line than 20 feet.

(b) No building shall be located nearer than 8 feet to an interior lot line and the total width of the two require side yards shall be not less than 18 feet. No residence shall be nearer than 30 feet to the rear lot line; 15 feet if garage is attached to the residence.

(c) All dwellings are to face the public street or private drive or lane.

(d) 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 a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.

(e) Each dwelling shall conform to the requirements of Chapter 70 of the uniform building code as administered by the Salt Lake County Inspection; by having all cut and fill slopes greater than 2:1, permanently stabilized with a rock wall at the time of construction of the home.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall, within 6 months from the purchase date of said lot, commence construction or landscaping upon the first 30-foot frontage of the 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 9 months from the date construction is commenced.

For each additional lot, the commencing of construction time for the additional lot will be an additional 6 months; i.e., 12 months for 2nd lot; 18 months for 3rd lot, etc.

6. Easement

For installation of an 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. The easement area of each of the lots and all improvements in it shall be landscaped and maintained continuously by the owner of the lot.

7. Street Lighting

The owner of each lot throughout the subdivision is required to install at the time of construction an electric street light upon their respective lots, situated within 20 feet of the front curb of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition; unless an existing street light is located on the owner's lot. In such a situation, the owner is required to wire the existing street light through their residential electrical meter, and maintain said street light at all times in a proper operative condition.

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 an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Centerwood Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets or front and side lots unless they are in running condition, property licensed and are being regularly used.

9. 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.

10. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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 unrightly material or objects are to be stored on any lot in view of the general public.

11. 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 the Canterwood Architectural Control Committee, any of the aforementioned pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of pets permitted or elimination of any such pet considered dangerous or unsafe to the neighborhood.

12. Landscaping

Each lot owner is to plant two pyrus (flowering pear) 2 inch caliper trees in their parking strip (if not already existing). 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 owners expense upon request of the Canterwood Architectural Control Committee. All lots are to be landscaped and maintained to the edge of the roadway.

All existing trees, shrubs, and landscaping, whether in parking strip, adjacent to brick entrance way, or on bluff, are to be watered via sprinklers plumbed into the owners landscaping s sprinkling systems. All such trees, shrubs, and landscaping, including brick entrance ways and fences (both sides) are to be maintained continuously by the owner of the lot.

The trees, shrubs, and landscaping in the center island located in the entrance way is to be watered via sprinklers plumbed into the sprinkling system of lot #1; and the owner of such lot is to maintain such trees, shrubs, and landscaping continuously.

Any required plumbing into owners sprinkling and the 2 required sycamore trees, as explained above, is to be noted on house plans submitted to the Architectural Control Committee for approval.

PART B

THE CANTERWOOD ARCHITECTURAL CONTROL COMMITTEE

1. Membership

The initial Canterwood Architectural Control Committee is comprised of LaMar Bradshaw and John Hedman, and the first owner occupant of a residence located in Canterwood. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The Architectural Control Committee of Canterwood is to serve at the pleasure of a majority of the owners of lots in the subdivision; hence any of the members of that committee may be terminated (voluntary or involuntary) by a majority vote of the resident owners of Canterwood. (Each lot receiving one vote.)

In the event the committee or its designated representative fails to approve or disapprove within 10 days after plans and specifications have been submitted to it, or in the event there is 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. Terms

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 30 years from the date these covenants are recorded, after which time said covenants 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.

2. Enforcement

Enforcement of the foregoing shall be by proceedings at law or

in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. Specifically, a competent court with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorneys fee to the person or Association enforcing the same.

3. Severability

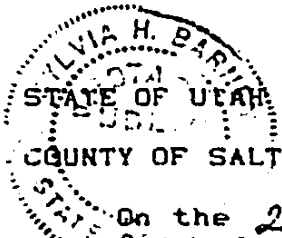
Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED this 23rd day of April, 1990.

CANTERWOOD ASSOCIATES

By: John Hedman
John Hedman, president of
Hedman Investments, Inc.

By: R. Lamar Bradshaw
R. Lamar Bradshaw, president of
Ranier Investment



On the 23rd day of April, 1990, personally appeared before me JOHN G. HEDMAN, who is the President of HEDMAN INVESTMENTS, INC., and R. LAMAR BRADSHAW, who is President of RANIER INVESTMENT, who being by me first duly sworn did say that they executed the foregoing instrument in behalf of CANTERWOOD ASSOCIATES, a joint venture.

Sylvia Barney
NOTARY PUBLIC
Residing at: Sandy, Utah