

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Douglas Gordon and Colleen Gordon, his wife, hereinafter referred to as "Declarant," does hereby declare as follows:

WHEREAS, Declarant is the fee owner of certain real property located in Tooele County, State of Utah, more particularly described as

All lots and tracts within the plat of Valley Vista Subdivision according to the plat thereof on record in the office of the Tooele County Recorder, State of Utah.

hereinafter referred to as "said property"; and,

WHEREAS, Declarant desires to subject said property to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors-in-interest and any future owners thereof as covenants of equitable servitude, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform, and suitable in architectural design and use as hereinafter specified; and,

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens, and charges is to reside in the collective and individual owners of said property as hereinafter set forth, their successors and assigns.

NOW, THEREFORE, DECLARANT DOES HEREBY DECLARE that the above-described property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarant, or its successors or assigns, may from time to time subject additional real property owned by it, contiguous to any of the said property above-described, to the restrictions set forth herein by appropriate reference thereto. This Declaration is intended to replace any and all covenants and conditions to which the said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property and hereby declared null and void.

ARTICLE I

General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereby declared to issue to the best use and the most appropriate development of each building site thereof; to protect the owners of building

sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets; to provide for adequate free spaces between structures; and, in general, to provide for quality improvements to said property, and to thereby enhance the value of investments made by purchasers of lots, tracts, and parcels therein.

ARTICLE II

Covenants and Restrictions

1. Land use. All lots, tracts, and parcels of the said property shall be used only as herein set forth, and such designated usage can be changed only by the approval of the majority of lot owners of this subdivision as evidenced on a written petition or as otherwise provided by the laws of the State of Utah, and the appropriate Tooele city officials. All lots of the plat of Valley Vista Subdivision shall be used only for single-family residence, except for such lots, tracts, or parcels as are specifically designated upon the said plat of community, recreational, or other purposes; provided, that nothing contained or mentioned in this Declaration shall be construed to prevent the Declarant or its successors or assigns from erecting and maintaining, or authorizing the erection and maintenance of, structures and signs for the development and sale of said property while the same or any part thereof is owned by the Declarant or its successors or assigns. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. Architectural Control. No structure or building shall be erected, placed, or altered upon any lot, tract, or parcel of the said property which does not conform to the city of Tooele building regulations and to requirements established thereby. No building shall be erected, placed, or altered upon any lot, tract, or parcel of the said property until the construction plans specifications and a site plan showing the location of the structure and the grading of lot, tract, or parcel have been submitted to and approved in writing by the said Tooele city. The work or construction of all buildings and structures shall be diligently and continuously prosecuted from the commencement thereof, and the entire structure must be completed and ready for occupancy within 12 months of the date of commencement. All buildings and structures shall be of new construction and shall be composed of wood, stone, brick, glass, steel, concrete, or like materials. There shall be no move-in buildings including no factory built homes, mobile homes, or prefab homes. There shall not be allowed any pressed wood or aluminum siding on homes. This exception shall not apply to pre-cut materials which are assembled, constructed, or joined together on site.

3. Setbacks. No building shall be located on any lot nearer than thirty feet to the front lot line; nor nearer than twenty feet to any side street

or side yard line; nor nearer than thirty feet to any interior or rear lot line. For the purpose of this covenant, eaves, steps, and decks shall be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership. Each home shall have a minimum of 1,500 square feet and must have a 2 car garage on the lot conforming with the additional setbacks requirements. Under no circumstances shall any front, side, or rear lot lines be nearer than those minimum lot lines established under Tooele city R-1 zoning regulations. Each house must be no higher than 35 feet or 2 stories excluding the basement area. The minimum square footage must not include the basement area. All buildings, accessory or main, are subject to identical requirements.

4. Drainage Easements. No change in the natural drainage shall be made by any lot owner, other than my declarant.

5. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Unkept yards and lots shall also constitute a nuisance.

6. Temporary and Other Structures. No structure of a temporary character, basement house, tent, shack, garage, trailer, camper, or barn or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling.

7. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the said property, except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and provided such keeping does not constitute a nuisance as defined in ARTICLE II, Paragraph 5, herein.

8. Refuse. No lot shall be used or maintained as a dumping ground for rubbish, refuse, or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition.

9. Water Supply and Sewerage Systems. No individual water supply system shall be used or permitted to be used on any lot, tract, or parcel of property. No individual sewage disposal system shall be permitted on any lot or upon any of the said property.

10. Landscaping. The required front, side, and rear yards must be landscaped and maintained. Under all circumstances every side yard must have a minimum of four feet of landscaped area between side lot lines and driveways or structures.

11. Recreational Vehicles. All recreational vehicles must be parked and/or stored for any period greater than 2 days off the street and under a carport or in a garage if on the lot.

ARTICLE III

Definitions

Wherever used in the Declaration, the following terms shall have meaning given them in this ARTICLE III.

1. "Said property" shall mean all the land encompassed with the plat of Valley Vista Subdivision of city of Tooele, Tooele County, Utah.
2. "Declarant" shall mean the declarant signatory to this Declaration, its successors-in-interest and assigns, it being clearly understood that such rights, privileges, and options as are herein reserved to or established for the interest therein, and are in no way deemed limited to it alone or terminable by its such transfer or assignment.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee or undivided interest in any lot, tract, or parcel of the said property, including contract purchasers of the same, but excluding mortgagees or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to any such lot, tract, or parcel of the said property pursuant to a foreclosure or any proceeding in lieu of foreclosure.

ARTICLE IV

General Provisions

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 50 years from the date this Declaration is recorded. Each owner of any lot, tract, or parcel of said property, by acceptance of a deed therefor, whether or not so expressed in any such deed or conveyance, is deemed to covenant and agree to accept, hold, use, and convey said lot, tract, or parcel subject to the restrictions, covenants, conditions, reservations, easements, liens, and changes herein contained.
2. Enforcement. The Declarant or any majority or owners owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceedings whether in law or in equity shall have from his opponent such attorney's fees as to court may deem reasonable.
3. Severability. Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.
4. Transfer of Rights. The Declarant herein shall have the right to transfer at any time or from time to time all or any of the rights, privileges.

and options reserved to the Declarant to such other persons or entitles as it shall desire. Such transfer or transfers must be in writing and may be made conditional or revocable by their terms.

5. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of not less than Fifty-One percent (51%) of the owners of the lots.

6. Business Use Limitation. There shall under no circumstances exist any businesses on these lots nor shall any owner of these lots conduct business or commercial activities out of their homes.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 11th day of April, 1978.

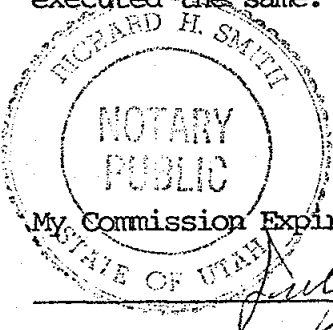
WITNESS:
Paul K. Devan

DECLARANT
Douglas Gordon
Douglas Gordon
Colleen Gordon
Colleen Gordon

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss
County of Tooele)

On the 11th day of April, 1978, personally appeared before me Douglas Gordon and Colleen Gordon, who being by me duly sworn did say that they are the owners and declarant, and that the within and foregoing instrument was signed in their behalf and they did duly acknowledge to me that they executed the same.



Richard H. Smith
NOTARY PUBLIC

Residing at:
Tooele, Utah

No. 323720

RECORDED AT THE REQUEST OF _____

TOOELE TITLE COMPANY

DATE APR 11 1978 TIME 2:10 P.M.

BOOK 158 OF RECORDS PAGE 353 FEE 16.

DONNA S. MCKENDRICK, TOOELE COUNTY RECORDER
Tooele County Recorder