

304958

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS;

THAT, WHEREAS, the undersigned, be the owners of the following described real property located in West Valley City, Salt Lake County, State of Utah, to wit:

Lots 01-32, 34-43 inclusive, Orchard Hills, Phase 1; according to the official plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances 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 lots other than one detached single-family dwelling not to exceed two stories in height and private garage for not more than three vehicles. All construction to be of new materials, except that used brick or stone may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specification 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 structure, 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 front building setback line. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size.

No dwelling shall be permitted on any lot at a cost of less than \$55,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 above grade square footage of the main

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structure, exclusive of open porches and garages, shall be not less than 1050 square feet with a two car garage.

4. Building Location.

- (a) No building shall be located on any lot nearer than the front line shown on the recorded plat map, or nearer than 20 feet to any side street line.
- (b) No dwelling shall be located nearer than 10 feet from the interior lot line on the garage side and 8 feet on the opposite side, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located to the rear of the main house and at least 6 feet of separation between each. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such building do not encroach upon any easements.
- (c) 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 any building on a lot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the front setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 sq. ft., except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easement.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within each easements, no structure, planting 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 easements. The easement area of each lot and all improvements shall maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lots, nor shall any activity which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed area 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 conditions, properly licensed and are being regularly used.

8. Temporary Structures.

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

9. Signs.

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

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 and are restricted to the owner's premises or on leash under handler's control.

11. Garbage and Refuse 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 containers for temporary storage of garbage and refuse shall be kept in sanitary and clean condition. Each lot and its abutting street shall be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other projects shall be stored on any lot in view of the general public.

12. Sight Distance at Intersection.

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 at points 25 feet from the intersection of the street lines and in case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. 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 lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. Landscaping.

- (a) Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway and sidewalk. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This required landscaping shall be complete within 12 months of first occupancy of the house.
- (b) Landscaping shall include at least one tree and a combination of lawn, shrubs and groundcover. Groundcover may include vines, low-spreading shrubs, or annual or perennial flowing or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner.

15. 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership.

A majority of the committee may designate a representative to act for the committee. 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 William R. Richardson and David R. Prolo.

2. Procedure.

The Committee's approval or disapproval is 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.

PART D. GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and shall be binding 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 owners 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 covenants 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 way affect any of the other provisions which shall remain in full force and effect.

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10/17/94 08:25 AM 62.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY R ZITO ,DEPUTY - WI

4. Amendment.

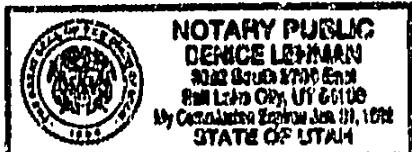
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

By: William R. Richardson
~~Watt Residential Partners,
a California general partnership
dba Watt Homes - Utah Division~~

STATE OF UTAH)
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COUNTY OF)
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On the 12 day of August, 1994, personally appeared before me William R. Richardson, who being by me duly sworn did say, that he, the said is the divisional President of Watt Residential Partners, a California General Partnership, dba Watt Homes - Utah Division, and that the instrument was signed in behalf of said general partnership, by written authorization of the general partners and that William R. Richardson duly acknowledged to me that said general partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 12 day of August, 1994.



My Commission Expires:
JAN 31, 1998

Dennis Lehman
Notary Public

Residing in SALT LAKE