

**DECLARATION OF BUILDING AND USE RESTRICTIONS**

6213353

**PART A. PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 1 to 18 inclusive, Dancing Meadows Subdivision 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 lot other than one detached single-family dwelling with no less than a two car garage.
2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 95,000.00 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 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 main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 sq. feet.
3. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 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.
4. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintain 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

11/15/95 09:18 AM 6213353 33-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
REC BY: E FROGGET DEPUTY - W

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channels in the easements. The easement area of each lot 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.

5. 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 of usance to the neighborhood. No storage of any articles which are unsightly will be permitted unless in enclosed are 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.

6. 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 are permitted.

7. 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.

8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage 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 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 projects are to be stored on any lot in view of the general public.

9. Landscaping. 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. 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 covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

(a) Landscaping shall include at least one (1) tree and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low spreading shrubs or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover 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. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

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**PART C. 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 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 covenant either to restrain violation or to recover damages.
3. **Severability.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provision 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 person 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.



Phil Bates  
V.P. Promax Development

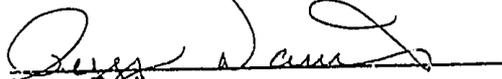
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STATE OF UTAH )  
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COUNTY OF Salt Lake )

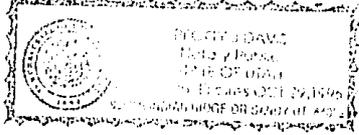
On the 7th day of Dec, 19 94, personally appeared before me Phil Bates who being by me duly sworn did say, that he, the said is the Vice President of Promax Development Corporation, and that the within and forgoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and the said Person duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by seal this 7th day of Dec., 19 94

  
Notary Public

My Commission expires:  
COUNTY OF )

Residing at:



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