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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY: B GRAY DEPUTY - WI

CELEBRATION SUBDIVISION

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of the following described real property ("Subdivision") located in West Valley City, Salt Lake County, State of Utah, to-wit:

Lots 301-418 inclusive, located in the CELEBRATION SUBDIVISION Phases III and IV according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah

do hereby establish the nature of the use and enjoyment of all lots in the Subdivision and do declare that all lots and all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

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 and one half stories above the foundation, with a private attached garage for at least two cars. The homes may also have a basement, part of which may be above ground.

2. Building Requirements. With respect to lots 301-418, inclusive, of the Subdivision, the following provisions shall apply:

a) Set Backs. All buildings shall be constructed within the front set back set forth on the Subdivision map. No building shall be located on any lot nearer than 20 feet to any front or side street right-of-way line. No dwelling shall be located nearer than 8 feet to any interior lot line with a combined side yard of 18 feet. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Accessory buildings may be located according to city ordinance from the rear lot line so long as such buildings do not encroach upon any easements.

b) Eaves, Steps, etc. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

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c) Dwelling Size.

	<u>Minimum Horizontal Living Space</u>	<u>Minimum Total Living Space</u>
One Level Dwelling (Rambler or Split Entry)	1,000 Sq. Ft.	1,500 Sq. Ft.
Split Level Dwelling (Tri-Level)	1,000 Sq. Ft.	1,500 Sq. Ft.
Multi-Level Dwelling (Two or More)	900 Sq. Ft.	1,800 Sq. Ft.

Each home must have at least a two car garage.

3. Out Buildings. It is understood that out buildings, such as a storage shed, swimming pool and dressing facilities; tennis court and dressing facilities may be constructed on any lot located on the above described property so long as they are in conformity with harmonious development of the property. No such out building shall at any time be used for human habitation, temporarily or permanently.
4. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material (excluding sod or flowers) shall be placed or permitted 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 easements. The easement area of each lot and all improvements on 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 trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the 20 foot set-back line, but shall be allowed to remain overnight on the property above described only if housed in a garage or screened from the street behind the residence set-back line as defined herein. Failure to comply with the provisions hereof shall constitute a nuisance. No mobile or prefabricated homes will be permitted on any lot for occupancy. No used buildings of any kind shall be placed on any lot. No clothes drying or storage of any articles which are unsightly will be permitted unless in enclosed areas designed for such purposes. No open storage of building materials, except during course of actual construction, shall be permitted on any lot or street, nor shall junk, unlicensed cars or other unsightly items be maintained or stored on any lots or street. Minor vehicle repairs may be accomplished during the daylight hours. Major vehicle repairs lasting more than three days are strictly prohibited.
6. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
7. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in a home on a lot in the Subdivision is prohibited. This paragraph shall not apply to signs of Premier-Russell/Packard, L.C. ("PRP"), or those acting on behalf of PRP.

BK 7290 PG 1897

8. 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 owners premises or on leash under handler's control. The head of the household of any lot that has household pets will be responsible for removal of all feces or other pet residue on a daily basis and will ensure that there are no offensive odors that would constitute an annoyance to neighbors of the neighborhood as a result of maintaining household pets. All cases regarding animals shall conform to the applicable ordinances of West Valley City, Utah.

9. Appearance, Sanitation and Fire Hazard Control. Each owner shall be required to maintain his property to keep it in a reasonable state of appearance and preservation. No lots shall have accumulated thereon any rubbish, trash or unsightly debris. The burning of rubbish, leaves or trash on the above described property is strictly prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. The owner of each lot shall maintain and replace light bulbs for light poles and for additional address lighting. Swamp coolers and air conditioners shall be placed in locations which are not visible from the street. Window mount coolers of all kinds are strictly prohibited. No exposed electrical power lines, telephone cables, other auxiliary service lines, or exterior antennas for television or other uses shall be permitted.

10. 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 them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. No fence higher than 30 inches shall be constructed or maintained in any front yard.

11. Landscaping. Any trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expenses. Front and side lawns must be planted within one year from completion of structure, and back lawns must be planted within two years of completion of the home on any Lot. No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveway and street intersections.

12. Slope and Drain Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may cause 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 area 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. Hazard Insurance. Each homeowner shall at all times maintain a hazard insurance policy.

14. Maintenance of Yard Fences. All yard fences on lots in the Subdivision shall be repaired and maintained by the lot owner.

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 twenty years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of ten years.

2. **Enforcement.** Any owner of any property described hereinabove shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and changes now or hereafter imposed by the provisions of this statement. In addition to remedies at law or in equity, any homeowner may sue to abate any nuisances or correct any violation hereunder and the individual lot owner shall pay the reasonable expenses incurred therein, including court costs and reasonable attorney fees. Failure by any owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. **Severability.** Invalidation of any 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.

4. **Amendments by PRP.** These covenants may be amended, either in whole or in part by PRP at any time prior to the completion of the sale and closing of all homes on lots in the Subdivision. Thereafter, these covenants may be amended, either in whole or in part, by a seventy-five (75%) percent vote of all lot owners. The owners of each lot shall have one vote on any proposed amendment of these covenants.

5. **Permits.** Each lot owner must also obtain a building permit from the appropriate governmental authority with respect to any improvements, additions or other changes to any structure on any lot in the Subdivision.

6. **Notice.** All demands and notices to be given hereunder, if any, shall be personally delivered or sent by registered mail addressed to the respective parties at their postal addresses as of the date of this Agreement or to such other address as each may hereafter designate in writing.

7. **Governing Law.** The terms of the Agreement shall be governed by and construed in accordance with Utah law. The parties agree that any legal proceedings relating to the subject matter of this Agreement shall be brought exclusively in the State of Utah. The parties represent to each other that the Agreement to bring legal proceedings exclusively in the State of Utah will not place a serious inconvenience or be unfair or unreasonable to any of the parties hereto. Because the State of Utah has a substantial relationship to both the parties and this transaction, it is appropriate to select the Utah Courts to handle any and all legal proceedings relating hereto.

8. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and shall not be deemed to modify, interpret or limit the provisions hereof.

9. **Equitable Remedies.** It is further agreed that any breach or evasion of any of the terms of this Agreement by either party hereto will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and/or specific performance as well as to any other legal or equitable remedies to which such injured party may be entitled hereunder.

10. **Remedies Cumulative.** The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

11. **Zoning Ordinance.** Notwithstanding any provision hereof to the contrary, the owners of any Lot in the Subdivision are required to comply with all rules, regulations and ordinances adopted by West Valley City and applicable to the lots in this Subdivision.

Dated this 16th day of ~~September~~ ^{November}, 1995.

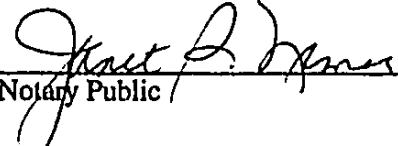
PREMIER-RUSSELL/PACKARD, L.C.

by 
John J. Thomas, Authorized Signatory

STATE OF UTAH)
)SS.
SALT LAKE COUNTY)

On the 16th day of Nov, 1995, personally appeared before me John J. Thomas being by me first duly sworn did say that he is an authorized signatory of Premier-Russell/Packard, L.C., that said instrument was signed on behalf of said limited liability company by authority of the members of said limited liability company, and said person acknowledged to me that said limited liability company executed the same.

2-27-97
My commission expires


Notary Public

