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04/16/96 2:21 PM 49.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY: B GRAY DEPUTY - WI

WHEN RECORDED RETURN TO:

WEST VALLEY CITY
3600 CONSTITUTION BLVD.
WEST VALLEY, UTAH 84119

6332597

DECLARATION OF BUILDING AND USE RESTRICTION
PARKSIDE ESTATES SUBDIVISION NO. 2

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 City, Salt Lake County, State of Utah, to wit:

All lots inclusive, Parkside Estates Subdivision No. 2: according to the plat thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish in the nature of the use and enjoyment of all lots in the 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 not to exceed three stories in height and private garages for not more than four vehicles. All construction to be of new material, except that used brick 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 specifications 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 structures, 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 unless similarly approved. 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 \$60,000, 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

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herein for the minimum permitted dwelling size. The main floor finished area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 finished square feet for one story homes, two story and multi level homes shall have a minimum of 1300 finished square feet above ground level.

4. Building Location.

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

(b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Detached garage or other permitted accessory building may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 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 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 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.

Also, sewer depth of sewer laterals should all be field checked before construction. Some lots may not be suitable for a full basement and water table depths should be field checked before construction.

6. 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 drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures; 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 temporarily. No mobile homes are permitted.

8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground

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for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. 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 streets are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

9. **Sight Distance at Intersection.** No fence, wall, hedge, shrub planting or other item 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. The same sight line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. **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.

12. **Landscape Agreement.** 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 front property line and the rear property line which are visible from the public right-of-way. Landscaping shall include at least 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 home owner. In order to allow double driveways and to allow hard-surface access to the rear yard, up to, but not more than 40% of a front yard may be paved.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** 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 of

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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 fully 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: Blaine T. Nixon, and Randy Moore.

2. Procedure; The committee's approval or disapproval as 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 with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons coming 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

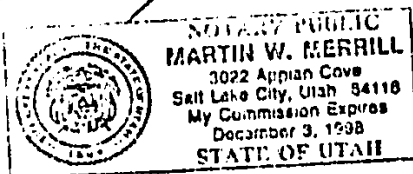
Hallmark Homes and Development

By: Blaine T. Nixon
Blaine T. Nixon, President

STATE OF UTAH
COUNTY OF SALT LAKE

On this 14th day of March, 1997, personally appeared before me Blaine T. Nixon, the signer of the above instrument who duly acknowledged to me that he executed the same.

[Signature]
Notary Public



Residing in: Salt Lake City, Utah
My Commission Expires: 12-3-98

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