

DIAMOND SUMMIT SUBDIVISION

DECLARATION OF BUILDING AND USE RESTRICTIONS

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:

Lots 901 - 956 inclusive, Diamond Summit Subdivision Phase 2; 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 not to exceed two stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials, except that used brick may be used.

2. Architectural Control. No outbuilding or additions shall be erected, placed, nor 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. Outbuildings, additions, walls, and any other modifications to any residence or lot shall meet all applicable building codes, and shall not be erected without proper permits and inspections issued by West Valley City, or any other municipal entity having competent jurisdiction. 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 \$50,000.00 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 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 finished floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 920 square feet, exclusive of basement area, if any, with a two car garage.

4. Building Location.

(a) All building set backs shall conform to the published set back standards of West Valley City, or any other municipal entity having competent jurisdiction, in effect at the time of construction.

(b) 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. Easements. 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 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 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.

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

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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 an enclosed area designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side yards unless they are in running conditions, properly licensed and are being regularly used.

7. **Temporary Structures.** No structure of a temporary character, such as, trailers, basement tent, shack, 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 to be placed upon a building lot for permanent use.

8. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sales or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. **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.

10. **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 equipment for the storage or disposal of such material shall be kept in a clean and 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 objects are to be stored on any lot in view of the general public.

11. **Sight Distance at Intersection.** For the purpose of safety 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 20 feet from the intersection of the street lines or 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.

12. **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 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.

13. **Landscaping.** Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

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 within one year of occupancy. Landscaping requirements are as outlined below:

***(a)** 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.

***(b)** Landscaping shall include at least one 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.

14. 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.

15. Future Construction. Once developer has completed construction of approved residence, owner agrees to meet all requisite approvals of West Valley City before beginning any additional construction.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee shall be composed of three persons, each of whom is a property owner in the Diamond Summit subdivision, or an employee of the developer. The committee shall be elected by a ballot of property owners within this Unit of the Diamond Summit subdivision. If there are more than three candidates, the three parties gaining the most votes shall constitute the elected committee. Vacancies on the committee may be filled on a temporary basis by agreement of the remaining members of the committee. When a vacancy occurs, an election shall be held within six months at which time the vacancy shall be filled by ballot of the homeowners. At any time, a majority of the record owners of lots in this Unit of the Diamond Summit subdivision may take action to remove and replace committee members, or to add or remove powers of the committee. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Three Persons

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 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 part.

2. Enforcement. Enforcement shall be by proceedings at law or 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 the validity of any of the other provisions, 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.

For: Perry Homes, Inc.

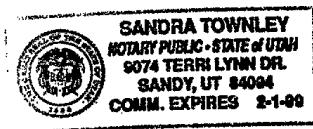
By: William B. Steen
DATE 4/10/98

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STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 13 day of April, 1998, personally appeared before me William O. Perry, who being by me duly sworn did say, that he is the President of Perry Homes, Inc., and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and the said President duly acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 13 day of April, 1998.



Sandra Townley
NOTARY PUBLIC

Residing at: Sandy

My Commission Expires: 2/1/99

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04/13/98 4:04 PM 47-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PERRY HOMES
64 E 6400 S STE 220
MURRAY UT 84107
REC BY: R FRESQUES ,DEPUTY - WI

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