

9664605

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Liberty Homes  
9070 S 1300 E  
Sandy, UT 84094

## DECLARATION OF PROTECTIVE COVENANTS FOR VISTAS AT WESTRIDGE NO. 1a

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS the undersigned (Declarant) being the developer of the following described real property situated in West Valley City, Salt Lake County, State of Utah, know as VISTAS AT WESTRIDGE NO. 1a, Lots 1-41. **Tax ID No. Part of 20-02-300-017**

In consideration of the premises and as part of the general plan of improvement of the property comprising Vistas at Westridge No. 1a we do hereby declare the property herein above described and all lots located therein, subject to the restrictions and covenants herein recited.

### ARTICLE 1 RESIDENTIAL AREA COVENANTS

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3/16/2006 4:28:00 PM \$59.00  
Book - 9267 Pg - 7983-7985  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERRILL TITLE  
BY: eCASH, DEPUTY - EF 3 P.

1. Planned Use and Building Type  
No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than five vehicles. Mobile homes, manufactured homes or modular homes are not allowed. All components of all dwellings must be substantially built on site and all dwellings must be secured to a permanent concrete foundation.
2. Dwelling Quality and Size  
The single family dwelling shall meet or surpass the minimum requirements and codes of structural integrity and size of the West Valley City and the State of Utah. Single family dwellings shall be developed in compliance with the The Vistas at Westridge Design Guidelines adopted by West Valley City.
3. Building Location
  - a.) Building location must conform to the requirements of West Valley City.
  - b.) Specifically the building set backs are: front yard 25 feet, rear yard 20 feet, side yard 8 feet and 10 feet, and side corner yard 20 feet.
4. Antennas  
All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view. Satellite dish antennas greater than 18 inches in diameter shall not be permitted on roofs.
5. Easements  
Public Utility and Drainage Easements for the installation of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 in the easements, or which may obstruct or retard the flow of water in or through the easements. The easement area of each of the lots 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 out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No

clothesline or storage of any articles which are unsightly will be permitted unless located in enclosed area built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or in front or sides of homes unless they are in running condition, properly licensed, and are being regularly used or behind privacy fences. No trailers, campers, boats, or other recreational vehicles shall be stored on the streets. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Public street, except that these restrictions shall not apply to emergency repairs to vehicles.

7. Temporary Structures

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

8. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste and all such items must be kept 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 material or objects are to be stored on any lot in view of the general public.

9. Animals and Pets

Dogs, cats, or other household pets may be kept permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. Any droppings from household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pet.

10. Fences and Walls

All fences or walls that an owner may elect to install upon a lot shall be masonry, stucco, stone, vinyl, wood, or wrought iron. Chain link fencing is limited to the existing chain link fences currently installed. Fences and/or walls are to be color coordinated with the colors of the home on the lot. Fences in front yards are to comply with the zoning regulations of West Valley City, except that no chain link fencing is allowed in a front yard.

11. Recreation and Commercial Vehicles and Boats

No campers, trailers, boats, large trucks and commercial vehicles belonging to owners or the residents of a lot or guests shall be parked on street within the property or in the front yard, except for temporary parking not to exceed forty-eight (48) hours. Campers, trailers, boats or other recreational vehicles (but not large trucks or commercial vehicles) may be stored in the side or year yard of a lot provided they are screened from view from the public street behind a solid privacy fence.

12. Trash Cans

Trash cans must be stored inside garages or behind solid privacy fences in the side yard, except on garbage pick-up day.

ARTICLE 11  
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of the Restrictions

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 thirty (30) years from the date these covenants are recorded (unless an instrument that is signed by a majority of the then owners of the subject property has

