

RETURN TO: McGhie Abstract & Title Co.

1767102

BOOK 1788 PAGE 228

RECORDED MAR 16 1961  
Request of McGhie Abstract & Title Co.  
Rec'd Fee Paid. Nellie M. Jaak  
Recorder, Salt Lake County, Utah  
RESTRICITIVE COVENANTS \$ 5.00 By J. Anderson Deputy  
Ref. \_\_\_\_\_

RESTRICTIVE COVENANTS COVERING THAT PORTION OF CAROL VILLA SUBDIVISION DESIGNATED RESIDENTIAL, and being Lots 1 through 12, inclusive, as shown on the plat approved by the Riverton Town Board.

(A) 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 a private garage for not more than three cars, except that a duplex may be constructed if the plans and specifications are granted prior approval by the Architectural Control Committee designated in paragraph "K" of this agreement.

(B) DWELLING COST, QUALITY AND SIZE. All dwellings constructed on any lot shall have a minimum of 900 square feet, and shall cost not less than \$10,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story. Pre-built homes may be moved on to any lot provided they are of brick or masonry construction, and meets the requirements of square feet, and is approved by the Architectural Control Committee designated in paragraph "K" of this agreement.

(C) BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 2 feet side yard shall be required for a detached garage located 45 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 a building on a lot to encroach upon another lot.

(D) Outbuilding to be permitted for private use to shelter domestic animals for private use, but not commercial, approved by Committee. No pigs, mink or goats shall be kept on any lot.

(E) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities and ditches as shown on the recorded plat are to be reserved.

(F) 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.

(G) TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently other than described in paragraph "D".

(H) WATER SUPPLY. All dwellings will be served by a public water system.

(I) SEWAGE DISPOSAL. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

(J) 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 unless similarly approved. Approval shall be as provided in these protective covenants.

(K) ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP. The Architectural Control Committee is composed of Dr. H. Clyde Coon, Mr. C. B. Cooper, Mr. David I. Gardner, and a member designated by the Town Board of Riverton. 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 shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly 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.

(L) 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 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.

(M) GENERAL PROVISIONS, TERMS. 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 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

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.

SEVERABILITY. Invalidation of anyone of these covenants by judgment or

