

2404554

CONDITIONS AND RESTRICTIONS EXECUTED BY MUIR REAL ESTATE & INVESTMENT CO., covering Lots One through and including Thirty-one, Two Hundred One through and including Two Hundred Twelve, Three Hundred One through and including Three Hundred Twenty-six, Four Hundred One through and including Four Hundred Twelve, Riverton Meadows, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah, and reads as follows:

A. No building shall be erected, altered, placed or permitted to remain on any lot except for residential and agriculture purposes, only one single family dwelling and a private garage for not more than three (3) cars, may be built on each lot. Trailer homes and moved-in homes (used) will not be permitted on any lot.

B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any change be made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans for each floor and basement and two plot plans indicating and fixing the exact locations of such structure, or such alteration, on the lot, with reference to the street and such lines thereof along the sides of said lots, shall have first been submitted to the committee in writing for approval, and approved in writing by the committee as provided by the committee in paragraph "C".

C. The committee shall endorse the plans and specifications, ect., on all work performed, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

D. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this declaration.

E. The building and architectural committee shall be composed of Golden R. Muir, George A. Dansie, and one of the members of the Riverton Planning and Zoning Committee, or by a representative designated by a majority of the members of said committee, with the approval of the Town Planning and Zoning Commission. In the event of death or resignation of any one or more members of said committee, the remaining member or members may appoint a member, or members, as the case may be, to fill such vacancy or vacancies, with the approval of the town planning and zoning commission. The committee, whether constituted of three (3), two (2), or one (1) members, shall have full authority to approve, disapprove, such designs and locations, to designate a representative or representatives and to perform all other acts to be undertaken by the committee. In the event said committee or its designated representatives, fail to approve, or disapprove such location and other design representatives, fail to approve, or disapprove such location and other design within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully satisfied. Neither the members of this committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such committee, and its designated representatives, shall cease on and after March 1, 1991. Thereafter the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the building and architectural committee or any member thereof, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee and to extend these covenants. It is the intent of these restrictions to define the same committee wherever it appears in the restrictions to mean the building and architectural committee, referred to in this paragraph.

F. No dwelling shall be permitted on any lot unless the ground floor area of the main structure has at least 1,100 square feet, exclusive of one story open porches, and garages.

Recorded AUG 19 1971 BY 2:24 p.
Request of UTAH TITLE
Fee Paid JEROME MARTIN
Recorder, Salt Lake County, Utah
\$ 4.50 By [Signature] Deputy
Ref. _____

G. No building shall be located on any lot nearer than thirty feet from the front lot line, or nearer than eight feet to any side lot line, or nearer than twenty feet to any side street line, except that no side yard line shall be required for a garage or other permitted necessary building located seventy feet or more from the front lot line. 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 portions of a building on a lot to encroach upon another lot. Trailers and move-in homes are not permitted.

H. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot.

I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which shall or may become any annoyance or nuisance to the neighborhood. Animals, livestock, or poultry of any kind can be raised, bred or kept on any lot for the family use, provided they are not kept in violation of present zoning ordinance, or maintained for any commercial purposes. The maximum heights on any fence shall be six (6) feet and shall not extend beyond the front setback of the dwelling, provided, however, that the building committee shall have the power to grant variances for retaining wall or fences to extend beyond the front setback line.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

K. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages. The Town of Riverton has full power to enforce these covenants in the event of failure of the committee to do so.

L. Invalidations of any one of these covenants by judgement or court order shall not effect any of the other provisions which shall remain in full force and effect.

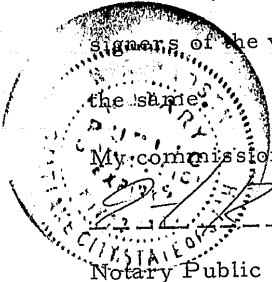
STATE OF UTAH
COUNTY OF SALT LAKE

Golden R. Muir Janice J. Muir
Golden R. Muir Janice J. Muir

On the 5th day of August, A.D. 1971, personally appeared
before me Golden R. Muir + Janice J. Muir, the

signers of the within instrument, who duly acknowledged to me that they executed
the same.

My commission expires 11.28.73 Address: S.L.C.UT



Notary Public

Recorded AUG 19 1971 at _____ m.
Request of Utah Title
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ _____ By _____ Deputy
Ref. _____

BOOK 2989
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