

RETURN TO - SECURITY TITLE CO.
ESCROW DEPT.

CFT 143699

2438884

RESTRICTION

FEB 23 1972

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Fee Paid, JEROME B. MARTIN

Recorder, Salt Lake County, Utah

By *[Signature]* Deputy

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All lots, RIVIERA HEIGHTS NO.12 SUBDIVISION, according to the plat thereof, as recorded in the office of the County Recorder of said County;

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

- A. 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 one-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars.
- B. No building shall be erected, placed, or altered, on any lot until the construction plans and specifications and plans showing the location of the structures have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, 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 minimum building setback.
- C. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for a one-story dwelling, nor less than 1,100 square feet for a dwelling of more than one story.
- D. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. 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 a building on a lot to encroach upon another lot.
- E. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
- F. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- G. 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.
- H. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residential lot hereinbefore described or any part thereof.
- I. No signs, billboard, or advertising structures may be erected or displayed on any of the residential lots hereinabove described or party or parties of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.
- J. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinabove described or any part or portion thereof.

K. No building shall be erected, placed or altered on any residential lot on the subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of any one of the following: Arthur W. Fairclough or Fred W. Fairclough, Jesse J. Brewer, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority and said remaining members of any successor committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been duly complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1995. 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 then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

L. 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 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 recorded owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

M. 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 violation or to recover damages.

N. 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.

WITNESS our hands this 18th day of February, 1972.

Attest:

FAIRCLOUGH-BREWER CORPORATION

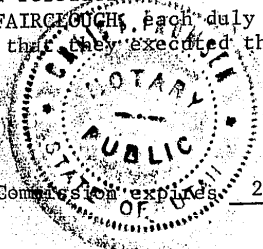
Arthur W. Fairclough
Arthur W. Fairclough, Secretary

By *Fred W. Fairclough*
Fred W. Fairclough President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 18th day of February, 1972, personally appeared before me FRED W. FAIRCLOUGH and ARTHUR W. FAIRCLOUGH, who being by me duly sworn did say, each for himself, that he, the said FRED W. FAIRCLOUGH is the President, and he, the said ARTHUR W. FAIRCLOUGH is the Secretary of FAIRCLOUGH-BREWER CORPORATION, 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 FRED W. FAIRCLOUGH and ARTHUR W. FAIRCLOUGH, each duly acknowledged to me that said Corporation executed the same and that they executed the same.

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Craig L. Howse
Notary Public

My Commission Expires 2-6-75

My Residence is Salt Lake City, Utah