

Recorded AUG 15 1978 at 345 P.M.
Request of Steve Bradshaw
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$1200 By Cheryl Warrington Deputy

3153605

DECLARATION OF PROTECTIVE COVENANTS FOR RIVERWOOD SUBDIVISION REF. 4859 Box Elder St. Murray, Ut 84107

Recorded on _____, 1978
Book _____, Page _____ as Entry Number _____
Records of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point on the centerline of Little Cottonwood Creek Road, said point being South 89° 48' 07" East 855.83 feet and North 138.23 feet from the Southwest corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 33° 01' 10" East 34.00 feet to a point of a curve to the left, the radius point of which is North 33° 01' 10" East 14.00 feet; thence Northeasterly along the arc of said curve 21.75 feet to a point of tangency; thence North 34° 00' East 173.45 feet; thence North 56° 00' West 79.86 feet; thence North 1° 15' West 1258.25 feet to a point on a curve to the left; the radius point of which is North 30° 35' 02" East 297.93 feet; thence Southeasterly along the arc of said curve 133.97 feet; thence North 4° 49' 14" East 1.0 feet; thence 585° 10' 46" East 456.22 feet; thence 50° 12' West 784.97 feet; thence East 270.647 feet; thence South 412.00 feet; thence West 491.11 feet; thence 50° 08' East 141.53 feet; thence North 89° 48' West 153.70 feet; thence South 252.60 feet to the centerline of said Little Cottonwood Creek Road; thence North 50° 56' 50" West along said centerline 237.29 feet; thence North 56° 58' 50" West along said centerline 73.34 feet to the point of beginning.

In consideration of the premises and as part of the general plan for improvement of the property comprising Riverwood Subdivision, we do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A
RESIDENTIAL AREA COVENANTS

1. Planned use and building type.

No lot shall be used except for residential purposes.
No building shall be erected, altered, placed or permitted to remain

BOOK 4723 PAGE 736

on any lot other than detached single family dwellings not to exceed two stories in height and a private garage or carport for not more than four vehicles.

2. 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 upon the lot have been approved by the Riverwood Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. All homes shall be traditional in style -- traditional meaning homes with a colonial, early american, tudor, or french architecture. Homes with massive use of glass, such terrestrial windows, and extreme use of rough sawn cedar will not be permitted. Any home with a contemporary architecture will not be accepted. The approval or disapproval of any home must be given by letter from the Riverwood Development Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive on one story, open porches and garages shall be less than 1,800 square feet, or that the total area of main floor and second floor shall not be less than 2,100 square feet.

4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet.

(b) No building shall be located nearer than 12 feet to an interior lot line or nearer than 25 feet to the rear lot line.

(c) 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 a building on a lot to encroach upon any other lot.

BOOK 4723 PAGE 737

5. Easement.

For installation of and maintenance of utilities and drainage facilities, areas 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in 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. Street Lighting.

The owner of each lot throughout the subdivision is required to install at the time of construction an electric or gas street light upon their respective lots, situated within 20 feet of the front curb of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Riverwood Development Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

8. 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.

9. Garbage and refuse disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All incinerators or other 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.

10. Animals and pets.

Dogs, cats, or other household pets, horses or other livestock may be kept as 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 handlers control.

If in the opinion of the Riverwood Development Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

11. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owners expense upon request of the Riverwood Development Committee.

12. Subdivision of lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

0014723
MAY 739

PART B

RIVERWOOD DEVELOPMENT COMMITTEE

1. Membership.

The Riverwood Development Committee is comprised of R. LaMar Bradshaw, J. Larry Bradshaw, Steven L. Bradshaw, and Cal W. Bradshaw. 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, is no suit to enjoin the construction which 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 C

GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement.

Enforcement shall be by proceedings at law in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

BOOK 4723 PAGE 740

3. Severability.

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

August 7, 1978
Date

COTTONWOOD DEVELOPMENT CORP.

By
Its

LaMar Bradshaw
PRESIDENT

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 7th day of August, 1978, personally appeared before me LaMar Bradshaw who is the President of Cottonwood Development Corporation, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Cottonwood Development Corporation by authority of a resolution of its board of directors.

Ann Bradshaw
NOTARY PUBLIC

Residing at: 1577 River Street

Sandy, Utah 84070



My Commission Expires:

July 20, 1982

BOOK 4723 PAGE 741

North Associates, Inc.

By: _____

Its _____

Lots #4, #12, #13, #14, & #15

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the _____ day of Aug., 1978, personally appeared before me _____ who is the _____ of North Associates, Inc., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of North Associates, Inc.

NOTARY PUBLIC
Residing at:

My Commission Expires:

William A. Freeland

William A. Freeland

Judy Freeland

Judy Freeland

Lots #5, #18, and #27

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 9 day of Aug., 1978, personally appeared before me William A. Freeland and July Freeland, husband and wife, who being first duly sworn did say that they executed the foregoing instrument.

Steve Longman

Notary Public
Residing at:
1577 River View Lane
Sandy, Utah 84070

My Commission Expires:

July 20, 1978

BOOK 4723 PAGE 742