

PROTECTIVE COVENANTS

2403251

We the undersigned are owners of the following described real estate located in the City of Riverton, State of Utah, to-wit:

PLEASANT GREEN ESTATES # 1

A subdivision in the NW $\frac{1}{4}$ of Sec 4, T4S, R1W, SLB&M according to the official plat thereof.

Hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said property may be put, hereby specifying that said declarations shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform, and suitable in architectural design and use as herein specified:

Recorded AUG 13 1971 at 11:31 A.M.
Request of Utah Title & Abstract Co.
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 80.00 By A. Harph Deputy
Ref. _____

I

LAND AND BUILDING TYPE USE. 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 high and a private garage for not more than four (4) cars.

II

DWELLING COSTS, QUALITY, AND SIZE. All dwellings constructed on any lot shall appraise for at least \$10,000.00 not including cost of land, based upon cost levels prevailing June 1, 1967, it being the purpose and intention 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 porches and garages, shall be not less than 1025 square feet for a one story dwelling, nor not less than 900 square feet for a one story dwelling, nor not less than 900 square feet for a dwelling of more than one story. The basement shall not constitute a story of a two story building.

III

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 8 feet to a interior lot line, except that a 2 foot side yard shall be required for a detached garage located 65 feet or more from the front lot line.

IV

OUTBUILDINGS AND ANIMALS. Out buildings to be permitted for private use to shelter domestic animals for private use, but not commercial. No mink shall be kept on any lot. All barns, coops or other outbuildings must be constructed and maintained in a safe, sanitary and healthful condition and pleasant to the view of property owners in the subdivision; and shall be in accordance with existing Riverton City regulations. Exceptions must be approved by the Architectural Control Committee.

EASEMENT. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material 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 channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot 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.

V

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. There will be no unsightly or trashy appearance on any lot. The Architectural Control Committee's decision on what constitutes unsightly or trashy appearance will be final in each instance, and restoration of same will be accomplished promptly at property owners expense.

VI

TEMPORARY STRUCTURES. No trailer, basement, tent shack, garage, or other outbuildings erected in, upon or about any of said residential lots hereinbefore described, or any part thereof, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VII

PREBUILT STRUCTURES. No structure shall be moved onto any residential lots hereinbefore described without a special written permit from the above mentioned Committee, which may be granted only if it can be shown that the dwelling when placed on the lot will comply with any and all building restrictions herein provided, and is approved by the Committee hereinafter named.

VIII

Water supply. All dwellings will be served by a public water system. All lots will be furnished with irrigation water, more specifically described in legal document pertaining to the hereinbefore described property. Said lot owners shall be responsible for the control of said irrigation water as to damage to the hereinbefore described property or any other lot or dwelling contained in said property.

IX

SEWAGE DISPOSAL. Until such time as a sanitary system shall have been constructed to serve this property, a sewage system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent discharge 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 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 the jurisdiction.

X

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any of said lots 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, 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.

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 or disapprove within 30 days after plans and specifications have been submitted to 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. The Architectural Control Committee shall retain a copy of the plans and specifications of a proposed structure until said structure has been completed so as to ascertain that the structure is in compliance with the approved plans and specifications.

XI

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of George A. Dansie, and G. Eldon Roberts, and one member of the Planning and Zoning Committee in the City as appointed by it's chairman. 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 member shall have full authority to designate a successor.

Neither the members of the Committee, nor it's designated representative shall be entitled to any compensation for service performed to this covenant.

At any time the then record owners of a mahority of the lots can by a duly written instrument charge the membership of the committee or withdraw from it or restore to it any of its powers and duties.

XII

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for safe or rent, or signs used by a builder to advertise the property during the construction and sales period.

XIII

OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any ot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.

XIV

GENERAL PROVISIONS TERM: 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 forty 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.

XV

ENFORCEMENT: Enforcement shall be 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. Any cost or charge of any kind or nature arising from enforcement of any of the provisions in this protective covenant shall be born by the person violating the covenant.

XVI

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect.

DATED this 28 day of June, 1970.

Harold Hobbs
Jessie Hobbs

STATE OF UTAH
COUNTY OF SALT LAKE

On this 28 day of June, 1970 personally appeared before me Thos and Thos, the signers of the within instrument, who duly acknowledge to me that they executed the same.

RESIDING AT Riverton
COMMISSION EXPIRES August 19 1974

