

Ent 378884 Bk A449 Pg 820
Date: 03-AUG-2005 10:07AM
Fee: \$18.00 Check
Filed By: CBM
CAROLYN B MADSEN, Recorder
DUCHESE COUNTY CORPORATION
For: CLINTON MOON

Protective Covenants of "Riverwood"

I. DECLARATORY STATEMENT

We the undersigned Clinton L. Moon and Donnette Y. Moon, being the fee owners of the following described real property in Duchesne County, State of Utah, to-wit:

TOWNSHIP 4 SOUTH, RANGE 4 WEST UINTAH SPECIAL MERIDIAN Sections 5 and 6.

The same being the real property now duly platted as Riverwood, a subdivision of Duchesne County, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified.

II. PURPOSE

The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to lot owners the full benefit and enjoyment of their home and land, with no greater restriction upon the free and undisturbed use of their land than is necessary to ensure the same advantages to the other property owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

III. PERPETUAL DURATION

Said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantee, heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantors, their successors and assigns; and as a general plan for the benefit of said property.

IV. RESTRICTIONS AND MATTERS OF RECORD

This declaration is made and accepted subject to all restrictions, limitations and ordinances of record.

V. RESTRICTION AS TO EXCAVATION AND GRADING

No excavation for stone, gravel, or earth shall be made thereon, except for walls, basements, or cellars of dwellings, provided, however, that the grantee reserves the right at any time prior to construction of a permanent

residence to excavate and grade on any lot, and to remove material from or deposit material on said lot in connection with the work of laying out and improving said tract.

VI. PRIMARY SINGLE FAMILY RESIDENCES

Building Size: single family dwellings constructed within the subdivision shall be a minimum of 1,500 square feet exclusive of attached or detached garages for one story homes. A two story home shall have a minimum of 60% of the total square footage exclusive of attached or detached garages on the main floor level and shall be a minimum of 1,800 square feet total exclusive of attached or detached garages. All roofs shall have at least a 6 X 12 pitch.

VII. SECONDARY BUILDINGS

Barns and out buildings shall be designed with an architecture which is in harmony with the architecture of the main dwelling, and will be constructed as permitted by Duchesne County codes.

VIII. BUILDING MATERIAL RESTRICTIONS

A minimum of 75% of the building materials must be natural log, timber, rock, or stone. All plans and specifications must be approved by the "Riverwood" Property Owners Association.

IX. LOT SIZE

Lot sizes as described on title subdivision plat for "Riverwood," filed with Duchesne County Recorder, are considered minimum lot sizes and no person or entity shall subdivide any lot as shown on the recorded plat into smaller parcels.

X. EASEMENTS

Easements for installations and maintenance of utilities, 15 foot wide river access along the bank, drainage facilities, etc. are reserved as shown on the recorded plat. Within these easements, no structures or fences shall be placed or permitted to remain which may cause damage or interfere with the maintenance of utilities or access by "Riverwood" lot owners or which may change the direction of flow of river or drainage channels in the easements.

XI. RESTRICTION AGAINST COMMERCIAL ENTERPRISE

With the exception of a livestock operation or a single proprietor without employees furnishing personal type services, no store, business, or manufacturing of any kind, or anything of the nature thereof, shall be carried on or conducted on said real property, or any part thereof, nor at any time after the execution of this instrument shall any saloon be maintained or conducted upon said premises or any part thereof.

XII. RESTRICTION AGAINST NUISANCE IN GENERAL

No nuisance, or offensive, noisy, or illegal trade or calling, or transaction shall be done, suffered, or permitted upon the land conveyed. No land owners will allow any accumulation of trash, weeds, ashes, etc., upon their lot or tract, and will remove any reasonably objectionable material within ten (10) days after receipt of demand by the trustees for him or her to do so.

XIII. RESTRICTION AGAINST POLLUTION OF WATER

In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of public and private waters and lands, no person will use any of the above described property for any purpose that would result in the draining or dumping either into or onto the earth of any refuse, sewage, or other material which might tend to pollute the water supply.

XIV. RESTRICTION ON ANIMALS, POULTRY, ETC.

Only one (1) horse, cow, hog, goat or similar animal shall be kept or maintained on said property per ½ acre of land area, (i.e. on 2 ½ acres, owner could have a combination of said animals that total five (5), etc.). All livestock and poultry will be maintained in strict compliance with appropriate zoning regulations. No animals or poultry shall be allowed to roam or run at large within the subdivision.

XV. BILLBOARDS, ETC.

The only signs, billboards, or advertising devices, except those used in the sale of this property, that shall be placed on any lot or building in said tract will be those authorized by the unanimous approval of all Trustees of the Property Owners Association.

XVI. RESTRICTIONS AGAINST MULTIPLE DWELLINGS

Nothing but a single private dwelling or residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes, except to maintain animals belonging to property owners.

XVII. RESTRICTION AS TO CHARACTER OF STRUCTURE USED AS DWELLING

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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. No dwellings listed as mobile homes or which fall under the Utah Mobile Home Code will be allowed.

XVIII. RESTRICTION AS TO APPROVAL OF PLANS

No dwelling house or other house or structure shall be erected until the plans and specifications with proposed site therefore have been submitted by the party desiring to build the same to and Approved by the Architecture Committee of the Home Owners Association, and a written permit issued therefore.

XIX. MODIFICATION OF COVENANTS

The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said tract, and each lot therein, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of sixty-six percent (66%) of the lots in the tract; and in case only a portion of said tract is intended to be affected, the written consent of the owners of the sixty-six percent (66%) of the lots in the portion to be affected shall also be secured. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the County Recorder for Duchesne County, Utah; provided that this article shall have no application so long as the party of the first part shall be the owner of sixty-six percent (66%) of the lots in said tract.

XX. EVENT OF DEFAULT

In the event that either party defaults, they do hereby agree to pay a reasonable attorneys fee.

XXI. FORMATION OF NON-PROFIT CORPORATION TO ENFORCE RESTRICTIONS

It is further covenanted that the grantor, as soon as three (3) of the lots in said tract shall have been sold, shall cause to be formed a mutual non-profit corporation known as Riverwood Property Owners Association, Inc., under the laws of the State of Utah, in which all grantees by the acceptance hereof agree to become, and shall be, a member of. Membership in said association shall be compulsive and limited to the purchases or owners of lots in said tract. The articles of incorporation of said corporation shall specify, among the purposes and duties of said corporation, the enforcement of all of said restrictions, covenants, and conditions, and the maintenance, preservation and improvements of said properties, and the keeping and maintaining of said tract and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law. Each grantee agrees to pay to said corporation, when formed, yearly or other dues or assessments for such purposes, as may be fixed by either its

bylaws or by lawful act of its board of directors. Until all lots are sold, the grantor shall be entitled to, and obligated to accept membership in said corporation, and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in said tract.

It is further understood that the grantor may so organize said corporation as to extend the benefits and burdens of such membership to the purchasers or owners of lots in any subdivided portion of the property hereinabove referred to as adjoining property, upon the like terms and hereinabove expressed. The grantor further agrees that upon the organization of said corporation, it will convey to said corporation its reversionary interests and title and all rights in or to the property hereby conveyed, including the public area, water rights, etc., arising or that may rise, out of the restrictions and conditions herein expressed.

DATED this 2 day of August, 2005.

Clinton L. Moon
CDM Development, L.C.
Clinton L. Moon (Manager)

Donnette Y. Moon
CDM Development, L.C.
Donnette Y. Moon (Member)

STATE OF UTAH)
: ss.
County of Duchesne)

SUBSCRIBED AND SWORN to before me this 2 day of August, 2005.

My Commission Expires: 5-2-06

Notary Public: Carolyn Madsen

Rudolph W. [Signature]

