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**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
NEFF MEADOWS
SUBDIVISION**

7274779
03/02/99 3:57 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JAY RINDLISBACHER
12570 S 3600 W
RIVERTON, UT 84065
REC BY:R JORDAN DEPUTY - WI

THIS DECLARATION is made this 1st day of March, 1999 by Jay B. Rindlisbacher for Diamond Realty L.C., and Neldon J. Neff and Elaine Neff, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property hereinafter referred to as the "Lots" in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

All of the Lots in The Neff Meadows Subdivision, are in accordance to the official plat thereof filed with Salt Lake County, Utah.

WHEREAS Declarant intends that the Lots, and each of them, together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the lots, that all of the lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the lots, and be binding on all parties having any right, title or interest in the lots or any part thereof, their heirs, successors and assigns, and shall insure to benefit of each owner thereof.

**ARTICLE 1
ARCHITECTURAL CONTROL**

SECTION 1 The Architectural Control Committee shall be composed of the President (Jay B. Rindlisbacher: 12570 South 3600 West) and Brent L. Rindlisbacher (4864 W. Van Cott Peak Dr.) of Royal View Homes, Inc. 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 of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or restore to is any of its power and duties.

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SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designate representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than four vehicles. All construction shall be comprised of new materials, except that used brick and rock may be used with prior written approval of the Architectural Control Committee. Owner will be required to have residence constructed within 18 months of property closing. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein. Any Business operated out of the home must be in strict compliance with the Zoning and Ordinances adopted by the City of Riverton, and may require a conditional use permit to be applied for at Riverton City.

SECTION 2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting of other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage, and irrigation, 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 the 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.

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SECTION 3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, including any loud music, or noise produced by any source. No automobile or other vehicle is to be parked on the side of any lot unless it is in running condition, properly licensed and regularly used. No commercial vehicles shall be parked on the road or in front of the home, but must be kept in a garage on the property. Also, no semi-trucks or trailers will be allowed in the subdivision at any time, and no curb-side parking of vehicle will be allowed in the street.

SECTION 4. TEMPORARY STRUCTURES. 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 residence, either temporarily or permanently. All buildings to be of new construction.

SECTION 5. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started unless approved by the Architectural Control Committee.

SECTION 6. 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 lot, 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.

SECTION 7. LIVESTOCK AND POULTRY. Large Animals shall be allowed on Lots 1, 2, and 3. However, only those animals, livestock, or poultry raised, bred, or kept on said lots will be those permitted by Riverton City ordinances, and under no circumstances will emu's or ostriches be permitted. All lots shall be permitted to have dogs, cats, or other household pets to be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash handler's control.

SECTION 8. 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 a sanitary container. 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 materials or other objects are to be stored on any Lot in view of the general public, including (but not limited to) old vehicles.

SECTION 9. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. Rear yards must be landscaped within two (2) years of occupation of dwelling. All park strips must be planted in grass and cared for by Homeowners. All Lots must be kept free of noxious weeds and must maintain a pleasant appearance. All fence lines must also be kept free of noxious weeds.

SECTION 10. WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

(a) No fence, wall, hedge, or other similar structure shall be erected in any required front yard in any residential zone to a height in excess of four (4) feet; nor shall any fence or other similar structure be erected in any side or rear yard to an excess of six (6) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, on fence, wall, hedge, or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining lot to a height in excess of four (4) feet unless approved by the Architectural Control Committee and Riverton City.

(c) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if not retaining wall existed.

SECTION 11. SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established lot ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform with any established Grading and Drainage Plan that has previously been designed by the developer. Property owners will be responsible for any and all water retention and run off from irrigation or other water sources, natural or man made, initiated at or pertaining to their property, that could effect or damage other property or properties. Owners will not be allowed to remove, restrict, or disassemble any drainage or irrigation system put in place by Declarant unless found to be defective and replaced by equal or greater system.

SECTION 12. HOMEOWNERS ASSOCIATION. Owners will form an association that will own and govern irrigation facilities. Under no circumstances will the water shares or irrigation facilities that are attached to the real properties be sold separately by owners. They are part of the property and must remain with it. Solely for the purpose of ensuring the above, the City of Riverton shall be a party to these covenants, conditions and restrictions and no water shares or irrigation facilities shall be transferred or sold without express authorization from Riverton City. The association will own water and irrigation facilities collectively and will govern and dictate laws governing water shares and irrigation facilities in by-laws to be established and recorded by the association. An annual fee will be collected from each Lot owner to pay for: (1) assessment on water shares owned by the association (2) miscellaneous repairs or other expenses associated with irrigation facilities. A three member committee, consisting of a chairperson and two committee members will oversee the operations of the Association. The committee shall initially be appointed by a majority vote of the Homeowners. The committee chairperson shall serve for two (2) years and the committee members will serve one (1) year.

**ARTICLE III
GENERAL PROVISIONS.**

SECTION 1. TERM. These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a three-fourths majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

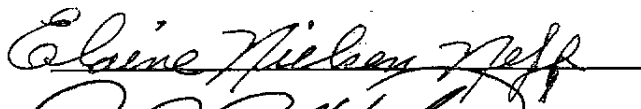
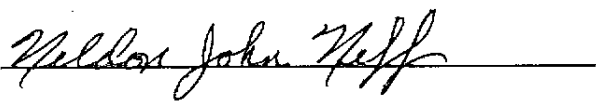
SECTION 2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Failure by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Litigation costs arising from non-compliance of these restrictive covenants will be borne by the losing party.

SECTION 3. SEVERABILITY. 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.

SECTION 4. AMENDMENTS. These covenants may be amended or renewed upon written approval of at least seventy-five percent of the total votes of all owners of the lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

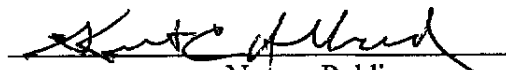
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and hereunto set its hand this 1st day of March, 1999.

DECLARANT:

 _____	 _____
Names	Names

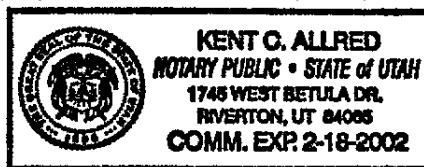
STATE OF UTAH
COUNTY OF SALT LAKE

On March 1, 1999, personally appeared before me Kent C Allred
and Above signed who upon being by me duly sworn did say that they did sign
the foregoing instrument with authority as granted.



Notary Public

My commission expires: 2-18-02 Residing at:



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