

DECLARATION OF BUILDING AND USE RESTRICTIONS

KINGS CROSSING NO. 1 SUBDIVISION

A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described real property located in the City of Riverton, Salt Lake County, State of Utah, to-wit:

22 lots inclusive, Kings Crossing No. 1 Subdivision; according to the plat thereof, as recorded in the office of the County Recorder of said County,

do hereby establish in the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

B. RESIDENTIAL AREA COVENANTS

1. **Land Use and Building Type.** All land use and construction shall conform to Riverton City land use and building ordinances.

2. **Animal and Fowl Restriction.** Animals and fowl for recreation or family food production (large animals) otherwise permitted by Riverton City ordinance in the "RR-22" zone are not allowed on nor to be kept within the bounds of lot numbers 102, 103, 108, 107, 110 and 111. On the remaining lots in the subdivision all such animals and fowl shall be taken care of properly so as to not cause offensive odors and an unsightly yard.

3. **Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

4. **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. No clothes drying or storage of any articles which are unsightly shall be permitted, unless in enclosed areas designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

5. **Temporary Structures.** No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily.

6. **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 sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. **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 streets are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly

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materials or other objects are to be stored on any lot in view of the general public.

8. 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.

C. GENERAL PROVISIONS

1. Term. These covenants shall run with the land and be binding on all parties and all persons coming 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 ten 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.

2. Enforcement. Enforcement shall be by 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.

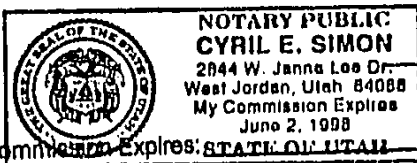
3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Ron Thome Construction, Inc.

by: Ronald H. Thome
Ronald H. Thome, President

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

On the 14th day of August, 1996, personally appeared before me Ronald H. Thome, who being by me duly sworn, did say, each for himself, that he, the said Ronald H. Thome is the president of Ron Thome Construction, Inc. 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 said Ronald H. Thome each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.



[Signature]
Notary Public

My Commission Expires: STATE OF UTAH

Residing at: S. L. Co.

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09/19/96 1:41 PM 33.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
EASTLAND PROPERTIES INC
2073 MURRAY HOLIDAY RD SLC
UT 84117
REC BY: V ASHBY , DEPUTY - UI

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