

3409831

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 1 to 89, inclusive, Viking Estates Subdivision, according to the plat thereof, as recorded in the office of the County Recorder of said County.

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

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. 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 in height and a private garage for not more than three vehicles. No carports are allowed and each dwelling must be situated on its respective lot, so that at least a single car garage may be added, if no garage is built during initial construction.

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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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 C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00, including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet.

4. Building Location.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line with the exception of corner lots, which shall comply with the Riverton City ordinance requirements.

(b) Total side yards shall be a minimum of 20 feet, but no dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the minimum front building setback line.

No main building shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line, so long as such buildings do not encroach upon any easements.

(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 any building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot, or as on record in County Recorders Office. 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.

7. 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 in the opinion of the Architectural Control Committee will be permitted 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, bars or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Signs and Yard Lights. 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. A yard light or yard lights shall be installed to conform with the Riverton City ordinance requirements.

10. Livestock and Poultry. Except as permitted by the city of Riverton, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may 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 under handler's control.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept 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 materials or other objects are to be stored on any lot in view of the general public.
12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. 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.
14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.
15. 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 slope 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 areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 the 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 to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Rolf Aase, Alfred Hansen and Kaj Pedersen.

Robert Smilanich
ROBERT SMILANICH

Bjorn Johansen
BJORN JOHANSEN

Rolf Aase
ROLF AASE

Alfred Hansen
ALFRED HANSEN

BARLOW BROS. CONSTRUCTION

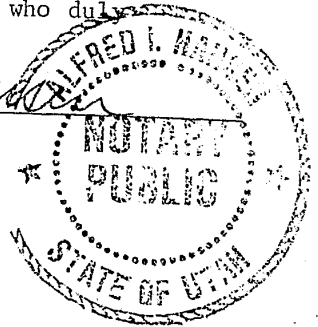
I. W. Barlow
BY: I. W. BARLOW

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

On the 11th day of March, 1980, personally appeared before me ROBERT SMILANICH, BJORN JOHANSEN and ROLF AASE, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: JULY 10, 1983
Residing at: SALT LAKE CITY, UTAH

Alfred Hansen
NOTARY PUBLIC



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

On the 11th day of March, 1980, personally appeared before me ALFRED HANSEN, the signers of the within instrument, who duly acknowledged to me that he executed the same.

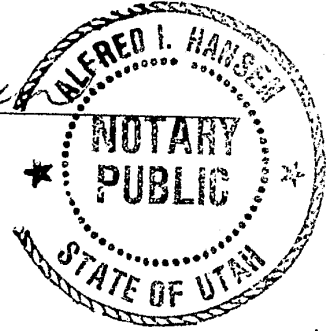
My Commission Expires: August 28, 1983
Residing at: Salt Lake City, Utah

Jan E. Chitwood
NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 11th day of March, 1980, personally appeared before I. W. BARLOW dba BARLOW BROS. CONSTRUCTION, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Alfred I. Hansen
NOTARY PUBLIC



My Commission Expires: *JULY 10 - 1983*
Residing at: *SALT LAKE CITY, UTAH*

BOOK 5064 PAGE 833
KATIE
RECORDS
SALT LAKE CITY
Mar 11 3 22 PM 1980
179 West Aspen Ave
SLC 84115
5200
off
Ralf Aase
of firm [unclear]