

6315059

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR CENTENNIAL HEIGHTS SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"), is made and executed as of the 28th day of March, 1996, by Traverse Ranch LLC, a Utah Limited Liability Company, ("Declarant"); in contemplation of the following facts and circumstances:

A. Declarant is the fee title owner of certain real property situated in Draper City, Salt Lake County, State of Utah, upon which real property the Declarant intends to develop a Subdivision, and which is more particularly described as follows;

(SEE EXHIBIT "A" ATTACHED)

B. Declarant intends to develop and convey all of the Lots contained in the Subdivision pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the title to said Lots, as hereinafter set forth.

THEREFORE, to further the general purposes herein expressed, Declarant for itself, its successors and assigns, hereby declares that all of the Lots (property) shall at all times, be owned, held, used, and occupied subject to the provisions of this Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; and (ii) the easements herein reserved or granted.

1. DEFINITIONS

1.1 "Association" shall mean the surviving entity that is charged with the responsibility of maintaining conformity to the Covenants, Conditions, and Restrictions herein described and to conduct all business which is in the common interest of the property owners in the Subdivision.

1.2 "Committee" shall mean the Design Review Committee, which committee as described, herein, is charged with the responsibilities set forth herein.

1.3 "Declarant" shall mean and refer to Traverse Ranch LLC, a Utah Limited Liability Company, its successors and assigns, so long as

Declarant assigns such rights of Declarant hereunder to any such person by an express written agreement.

1.4 "Declaration" shall mean this instrument as it may be amended from time to time.

1.5 "Design and Development Requirements" shall mean the Centennial Heights Design and Development Requirements, a copy of which is attached hereto as Exhibit "B", by this reference made a part hereof, and hereafter referred to as "D&DR."

1.6 "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

1.7 "Lot" shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plat recorded or approved by Declarant or its successor in interest.

1.8 "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association or the successor for work done pursuant to Section 3 hereof and fines, penalties and collection costs incurred in connection therewith.

1.9 "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.

1.10 "Park Strip" shall mean the area in front of a Lot bordering a street beginning with the front line of the Lot and extending to the public asphalt roadway. The Park Strip shall include the sidewalk, and the dirt planting area between the sidewalk and the curb gutter.

1.11 "Plat Map" shall mean and refer to that plat of Centennial Heights, which will be recorded in the official records of the Salt Lake County Recorder concurrently with the recordation hereof.

1.12 "Subdivision" shall mean, Centennial Heights, which has been divided or separated into lots as shown on the Plat Maps.

1.13 "Single Story" shall mean any dwelling structure that has only one (1) level of living space above the average original grade at the building perimeter.

1.14 "Two Story" shall mean any dwelling structure that has only two (2) levels of living space above the average original grade at the building perimeter.

2. OWNERS BOUND BY COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

2.1 Each Owner Bound by Terms of Declaration. Each Owner, by acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

3. MAINTENANCE

3.1 Purpose of Maintenance Charge. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration, or be subject to the assessment of Maintenance Charges to be levied by the Committee as hereinafter provided.

3.2 Maintenance of Park Strip. Each Owner shall be responsible to landscape and maintain the Park Strip fronting on each Owner's Lot. This maintenance shall include, without limitation, the mowing and watering of the designated Park Strips, removal of weeds, clearing of debris, and other general care, removal of snow from the sidewalk, but not the removal of snow from the planted area of the Park Strip. In the event that any Owner shall fail to landscape or maintain the Park Strip, whether such failure is caused through the failure to act or the willful or negligent act of any Owner, his family, guests or invites, or otherwise, then, subject to the provisions of Section 3.4 hereof, the Committee and the successor Association, (hereinafter for convenience sometimes jointly referred to as the "Committee") shall have the right to cause such landscaping and maintenance to be performed, and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein.

3.3 Improper Maintenance of Lot. Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that: (a) any Park Strip or Lot that is not maintained or repaired as set forth herein, (b) any portion of any Lot is so maintained as to present a public or private nuisance; or as to substantially detract from the appearance or quality of the surrounding Lots; or (c) any portion of a Lot is being used in a manner which violates this Declaration; or (d) any Owner fails to maintain acceptable vegetation on any slope greater than 30% on said Owner's Lot; or (e) any Owner

fails to perform any of its obligations under this Declaration or the Design and Development Requirements of the Committee; then, the Committee shall give written notice thereof to the Owner of the applicable Lot, that, unless the conditions are corrected within thirty (30) days of the date of such notice, the Committee shall have the right, without further notice or demand, to cause the conditions set forth in the Notice to be corrected at the cost of such Owner. The cost of such maintenance or repairs performed by the committee shall constitute a maintenance charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by a Maintenance Charge Lien as set forth herein.

3.4 Maintenance Charge Lien. The Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Maintenance Charge Lien"), on the Lot to which such charges relate in favor of the Committee. Such charges, costs, expenses shall be a lien upon the Lot against which each such charge is made until paid in full. The Maintenance Charge Lien shall be a charge on the Lot, shall attach from the date when the unpaid charge became due and shall be a continuing lien upon the Lot against which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Committee in the same manner as a mortgage on real property, upon the recording of a Notice of Delinquent Maintenance Charge as set forth in Section 3.6 hereof. The Committee shall be entitled to purchase the Lot at any such foreclosure sale.

3.5 Effect of Nonpayment. Any Maintenance Charge not paid within thirty (30) days of the date of written notice of the amount thereof, shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorneys' fees, which may be incurred by the Committee in collecting the same. The Committee may also record a Notice of Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The Notice shall be executed by a member of the Committee, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Committee may establish a fixed reasonable fee to reimburse the Committee for the Committee's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance charge of the Committee secured by the Maintenance Charge Lien. The Committee may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against said Owner's Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts due are paid in full. No Owner may waive or otherwise avoid liability

for the assessments provided for herein by non use or abandonment of his or her Lot.

3.6 Priority of Lien. The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) which has previously lent funds, the security of which is the Lot against which the maintenance Charge Lien is assessed, and shall also be subject to and subordinate to liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the applicable Lot after the date and time of the recordation of the Notice of Maintenance Charge Lien. Subsequent sale or transfer of any Lot shall not affect the Maintenance Charge Lien.

4. DEVELOPMENT REQUIREMENTS

4.1 Purpose. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, and to establish and preserve a harmonious design for the community, and to establish procedures for the enforcement of the terms and conditions of this Declaration, and to protect and promote the value of the Subdivision, and to approve the exterior design of all improvements constructed within the Subdivision and changes or alterations to existing uses, all development activity shall be subject to the prior review and approval of the Design Review Committee in accordance to the Design and Development Requirements.

4.2 Completion Required Before Occupancy. No Building within the Property shall be occupied until and unless the owner of such Building shall have completed the Building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Draper City.

5. COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Use of Lots. All Lots within the Subdivision shall be used only for the construction and occupancy of one single family dwelling, not to exceed two stories in height from the "average original grade at the buildings perimeter", together with a private attached garage for not less than two vehicles and for not more than four vehicles. Off street parking must be provided for an equivalent number of vehicles to the number of vehicles garaged and parking aprons as approved or required by the Committee. Driveways can be used to meet this requirement. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such Lot unless permitted

by Draper City and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage, without review and approval by the Committee and the appropriate officials of the Draper City.

5.2 Architectural Control. No grading, excavation, building, fence, wall, residence or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location of all improvements, has been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Draper City.

5.3 Construction Time. The construction time for the exterior portion of any structure, shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be undertaken. All building debris, excavation, dirt, and the like, associated with the building process shall be removed within the said twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks in the Subdivision.

5.4 Deadline for Completion of Landscaping. The front yard of each Lot (from the street curb to the front building line of the residence on the Lot) shall be landscaped within four months (4) of the occupancy date of any structure built upon said Lot, weather permitting. The remainder of the Lot shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot.

5.5 Nuisances; No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owners of any other Lot in the vicinity thereof, or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a neat and orderly condition during construction periods.

5.6 Parking or Storage of Vehicles. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the street of the Subdivision for brief periods of time (i.e. less than twenty four hours). Overnight parking of such vehicles shall generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored in driveways. Such vehicles that are properly licensed and in running condition may be stored on side Lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee.

5.7 Garbage and Refuse Disposal. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Lot except in covered containers. All Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

5.8 Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot, without the express written consent of the Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice four square feet or smaller in size which states that the premises are for rent or sale. The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original development and sale of the Lots.

5.9 Repair of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 5.2 above, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the owner of such Lot, within a reasonable amount of time.

5.10 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and 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.

5.11 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the official plat or other instrument creating the Subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee. Any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon, shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with the provisions of this Declaration.

5.12 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its authorized contractors, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of Lots within the Subdivision.

6. DESIGN REVIEW COMMITTEE DISSOLUTION

6.1 Centennial Heights Owners Association Three months after the sale and closing of the last lot in the subdivision, the Design Review Committee shall be dissolved and its duties shall be assumed by a newly formed Centennial Heights Owners Association. An acting Chairperson for the Association shall be appointed by the Design Review Committee, which chairperson who shall then serve an initial term of three years.

7. CENTENNIAL HEIGHTS OWNERS ASSOCIATION.

7.1 First Annual Meeting. Within thirty (30) days after appointment by the Design Review Committee, the acting Association Chairperson shall be responsible to call the first annual meeting of the Centennial Heights Owners Association. The purpose of this meeting shall be to elect four additional Association Committee members. Two Committee members shall be elected for two year terms and two members for three year terms. At each annual meeting of the Association thereafter any vacant seat on the Association Committee shall be filled with a member elected for a three year term. The Centennial Heights Owners Association shall at all times be composed of five members.

7.2 Association Qualification. Only fee simple Owners within Centennial Heights, shall be eligible for Association Committee membership.

7.3 Vote. Each Owner in the subdivision is allowed one vote for each Lot so owned in Centennial Heights Subdivision. The Association is to meet annually to vote upon business that is in the common interest of the Lot owners.

7.4 Association Duties. The Centennial Heights Owners Association shall be responsible for the enforcement of the provisions of this Declaration on an ongoing basis, to maintain the integrity of the property values encompassed by this Declaration, and for such other matters as shall be reasonably necessary to give effect to the purpose of this Declaration. In addition to the authority herein expressly given, the Association shall have such rights, powers, and privileges as shall be reasonably necessary to give effect to this Declaration and the ongoing enforcement thereof.

8. EASEMENTS

8.1 Drainage and Public Utility Easements. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Map. Within these easements no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

8.2 Reservation of Easements.

8.2.1 No Owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course through the Lot.

8.2.2 Declarant further expressly reserves for itself, its agents, employees, and for the benefit of the Centennial Special Service District, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.

9. TERM AND AMENDMENTS

9.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as

amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy five (75%) of the total votes cast at an election held for such purpose, within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension thereof. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months prior to such vote, to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy five (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the Salt Lake County records a "Certificate of Termination", duly signed by a member of the Committee or Association as applicable, and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee and the Association shall be dissolved pursuant to the terms set forth herein.

9.2 Amendments. This Declaration may be amended by recording in the Salt Lake County records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. Any amendment shall be effective only if the written consent is obtained from the owners of seventy five percent (75%) of the Lots upon which there are such recorded first mortgages or deeds of trust.

9.3 Additional Property. Notwithstanding any other provision of this Declaration, Declarant shall have the right to unilaterally provide for the amendment of this Declaration for the purpose of causing additional property to become subject to the terms and conditions hereof. Such right shall be exercised in the sole and absolute discretion of Declarant and may be exercised on one or more occasions. The right herein reserved shall be exercised without the requirement of any vote of consent of any Owner, by the recordation of an amendment to this Declaration, executed by Declarant (and the fee owner of the real property to be annexed hereto, if other than Declarant), which shall provide a legal description of the real property to be annexed, a statement that such additional property shall thereby be made subject to the terms and conditions hereof, and such other matters as Declarant shall determine to be necessary, provided, however, that no such unilateral amendment shall materially impair the right of any existing Owner of a Lot in the Subdivision.

10. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication

to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and the provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability or any of the other provisions hereof.

10.3 Rules and Regulations. The Committee shall have the right to adopt rules and regulations with respect to all aspects of the Committee's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.


10.4 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners and/or the Committee including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails and easements, mountain bike easements and drainage easements.

10.5 Declaration to Run with the Land. Declarant for itself, its successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in a lot in the Subdivision.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed by the signature of its duly authorized representatives as of the day and year first hereinabove written.

DECLARANT:

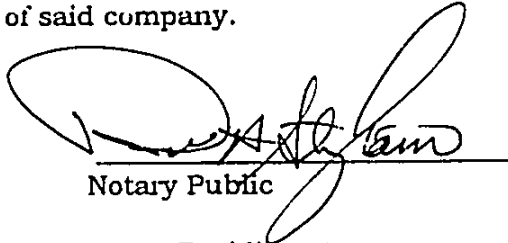
TRAVERSE RANCH LLC
By PROTERRA, INC., Manager


By Charles W. Akerlow
President

STATE OF UTAH)
: ss.

COUNTY OF SALT LAKE)

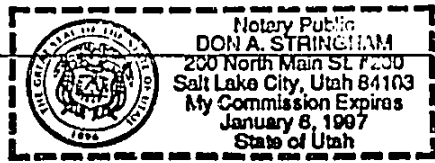
The foregoing instrument was acknowledged before me this 28th day of March 1996, by Charles W. Akerlow, who is the President of Proterra, Inc., the Manager of Traverse Ranch LLC, a Utah Limited Liability Company organized under the laws of the State of Utah, who acknowledged to me that the foregoing instrument was signed by him in behalf of said company.



Notary Public

My Commission Expires:

Residing at:



Salt Lake City, Utah

EXHIBIT "A"

Legal Description of Centennial Heights Subdivision

Real property located in Salt Lake County, State of Utah, more particularly described as follows: Centennial Heights Subdivision, Plats A, B, & C and all lots contained therein, which plats are of record in the Salt Lake County Recorder's Office; and which plats lie in Sections 7, 8 & 18 of T4S, R1E, SLB&M.

EXHIBIT "B"

Centennial Heights Subdivision
Design and Development Requirements:

03/28/96 07:38 AM 6315059 374.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PROTERRA INC
4885 S 900 E #207 SLC UT 84117
REC BY:V ASHBY ,DEPUTY - WI