

2802663

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
CENTENNIAL VILLAGE #5.

-TO-

WHOM IT MAY CONCERN

Recorded APR 8 1976 at 2:03 m.
Request of Western States Title Company

KATIE L. DIXON, Recorder
Salt Lake County, Utah
By C. Wayne Maberry Deputy
\$ 6.00

Entry No.
Recorded
Book
Dated
Page

REF. PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as CENTENNIAL VILLAGE #5.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in Centennial Village Subdivision #5, and lots 30 through 77 and more particularly described as follows:

Beginning at a point which is South 89°57'18" West 997.168 feet and South 0°11'33" East 660.264 feet from the East 1/4 corner of Section 28, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point also being the Southwest corner of lot 11, Centennial Village No. 4; thence South 89°58'40" East 46.00 feet; Thence South 0°01'20" West 94.00 feet; thence North 89°58'40" West 8.00 feet; thence South 0°01'20" West 143.00 feet; thence South 89°58'40" East 31.15 feet; thence South 29°30'00" West 266.096 feet; thence South 36°00'00" East 58.535 feet; thence South 9°00'00" East 169.00 feet; thence North 89°15'09" West 829.367 feet, thence North 0°05'00" East 452.001 feet; thence North 89°59'10" East 497.126 feet; thence North 0°24'20" West 220.095 feet; thence South 89°58'40" East 334.201 feet to the point of beginning. 10.541 acres.

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PART C. RESIDENTIAL AREA COVENANTS

C-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 dwelling not to exceed two stories in height.

C-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 D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$18,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. No accessory or outbuilding shall be located to encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. 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 or 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.

C-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 automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

C-8. 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.

C-9. 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. No incomplete building shall be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee, in writing, and then only for reason beyond the control of the Committee.

C-10. 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 sign used by a builder to advertise the property during the construction and sales period.

C-11. 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-12. LIVESTOCK AND POULTRY. 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.

C-13. 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 sanitary containers. All incinerators, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and away from the public view.

C-14. SIGHT DISTANCE AT INTERSECTIONS. 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 connected them at points 25 feet from the intersection of the street lines, or in the 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah; Howard Kent, 3696 South 2300 East, Holladay, Utah; and Ellis R. Ivory, 1737 Millcreek Circle, Salt Lake City, Utah. 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 shall have the full authority to designate 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.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming 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 covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

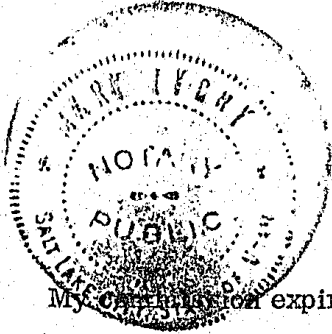
ATTEST:

Barbara Christenson
Secretary

Tri-Skan

By Richard L. Stanley
President

On the 8th day of January, 1976, personally appeared before me Richard L. Skankey and Barbara Christenson who being by me duly sworn did say, each for himself, that he, the said Richard L. Skankey is the president, and she, the said Barbara Christenson is the secretary of Tri-Skan Company, 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 Richard L. Skankey and said Barbara Christenson each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Mary Snow
Notary Public

My commission expires: 6/24/79 My residence is Salt Lake City