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Stewart Title

APR 4 9 58 AM '80

RESTRICTIVE COVENANTS

FOR LOTS 1 THRU 53 INCLUSIVE, CENTURY VILLAGE OF OGDEN CITY, WEBER COUNTY, UTAH

These Restrictive Covenants, made and entered into this February 27, 1980, by owners of all the within described property; Lynn Muirbrook and Boyd Russell, developers, Ogden City, Utah, and Stewart Title, Trustee.

WHEREAS, said area comprises an exclusive residential area in the City of Ogden

AND WHEREAS, it is the desire of the owners to place restrictive covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof;

NOW THEREFORE, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

LOTS 1 THRU 53, INCLUSIVE, CENTURY VILLAGE SUBDIVISION OF OGDEN CITY, WEBER COUNTY, UTAH

1. 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 or carport for not more than three vehicles; all to be of new materials.
2. 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 any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00, including cost of 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 dwelling 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 perches and garages, shall be not less than 750 square feet.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. 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 construed to permit any portion of a building, on a lot to encroach upon another lot, unless otherwise provided for under Ogden City Building Code.
5. 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.
6. All lots which will utilize the 15 foot rear yard provisions of Ogden City Zoning Ordinance 29-3-4.4, must have a double car garage or carport attached to the dwelling; otherwise, the 30 foot rear yard requirements shall be applicable and required.

7. All lots adjacent to the zero side yard of an adjacent lot must have a recorded 4-foot wide maintenance easement which provides access for structural maintenance of adjoining structure. The exterior zero side yard wall of all zero side yard units shall be of a maintenance-free material.

8. The 18-foot required side yard on zero side yard units must remain free of structures other than fences or a parking slab or driveway in accordance with Ogden City Ordinances 29-4-9 and 29-4-5.3 respectively. Any fencing across the front yard area blocking access to the 18-foot side yard must have a gate for fire maintenance access.

9. 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. 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. 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.

10. 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 in carports, unless in enclosed areas built and designed for such purposes. 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.

11. 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.

12. 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.

13. 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.

14. 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 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.

15. No hedge or shrub planting which obstructs sight lines at elevation between 2'-6" and 7'-0" feet above 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 40 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 limitation 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.

16. 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. Lawn sodding or seeding shall be planted prior to occupation by homeowner or an escrow set up in the amount for such purpose. If escrow is set up it will be for cost of sodding said lawn. Said lawn shall be planted and encompass the entire front yard area from curb and gutter back to the house and from property line to property line.

17. Any fence provided by the developer or builder shall be properly maintained at owner's expense. No stain or paint of any kind shall be applied to any wood fence in the subdivision without express approval in writing from the Architectural Control Committee. No fence of any size or shape or for any purpose shall be erected without the written approval of the Architectural Control Committee. No fences shall be erected along the Mill Creek without written approval of the Architectural Control Committee.

18. The Architectural Control Committee is composed of Lynn C. Muirbrook, 1333 E. 2550 N., North Ogden, Utah - Boyd L. Russell, 2683 S. 4300 W., Ogden, 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 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 make changes to these covenants, the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

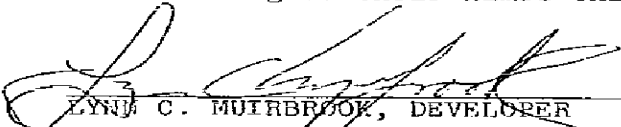
19. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or completion thereof, approval will not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

20. 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 10 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.

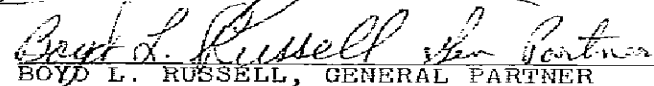
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the said parties to this agreement have hereunto signed their names this 4th day of March, 1980.

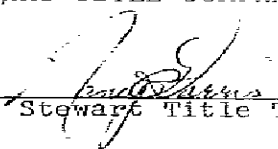


 LYNN C. MUIRBROOK, DEVELOPER



 BOYD L. RUSSELL, GENERAL PARTNER

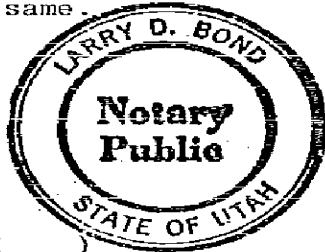
STEWART TITLE COMPANY

By: 

 Stewart Title Trustee

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

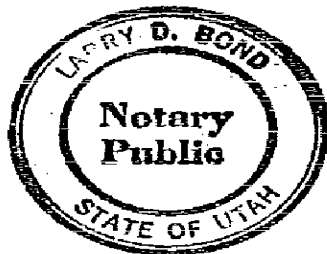
On this 4th day of March, 1980, personally appeared before me LYNN C. MUIRBROOK and BOYD L. RUSSELL, who being duly sworn did say that they are the partners of CENTURY VILLAGE, LTD., a Utah partnership and that the foregoing instrument was signed in behalf of said partnership by authority of the partnership, and said LYNN C. MUIRBROOK and BOYD L. RUSSELL acknowledged to me that the said partnership executed the same.



Larry D. Bond
NOTARY PUBLIC
Residing at Ogden, Utah
My Commission Expires: 5-15-83

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 4th day of March, 1980, personally appeared before me NANCY C. HARRIS, being by me duly sworn, did say that she is the President of Stewart Title Company, a corporation and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and the said NANCY C. HARRIS acknowledged to me that said Corporation executed the same.



Larry D. Bond
NOTARY PUBLIC
Residing at Ogden, Utah
My Commission Expires: 5-15-83