

MAR 29 1976

Recorded _____ at 11:44 m.
Request of J. H. Associates Inc

KATHLEEN DIXON, Recorder
Salt Lake County, Utah

By Patricia Brown Deputy
Patricia Brown

2798624

BUILDING RESTRICTIONS

CENTENNIAL ESTATES NO. 1

1935 So Main #539
84 115

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described real property situated in Salt Lake County, State of Utah:

All of Lots 1 to 52 both inclusive Centennial Estates according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah,

hereby declare that all and each of said lots above described shall be subject to and shall be conveyed subject to the Reservations, Restrictions, and Covenants hereinafter set forth.

1

Each and every lot above described shall be known and is hereby designated as a "residential lot" and no structure shall be erected, altered, placed or permitted to remain on any such "residential lot" other than one detached single family dwelling or one duplex type dwelling not to exceed two and a half (2 1/2) stories in height and a private garage or carport for not more than three automobiles per dwelling unit.

11

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Lee H. Hunt, Roy Souder and Roger Davis or by a representative designated by a majority number of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days, after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building

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or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The power and duties of such committee, and its designated representative, shall cease on and after July 1st, 1990, thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

111

No building shall be located nearer to the front residential lot line than the building limit line as shown on the recorded plat of said Centennial Estates. . . . However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend not more than twelve feet and customary architectural appurtenances, such as cornices, bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. All extensions may be more restricted by governing body regulations. Steps leading to dwelling may extend beyond said building line, provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than 8 feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 60 feet at the front building setback line.

IV

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

V

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VI

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

VII

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except by approval of the above named committee, such approval to be given in writing.

VIII

No trash, ashes or any other refuse may be thrown or dumped on any residential lots hereinbefore described or any part or portion thereof.

IX

All Covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

X

If the parties now claiming any interest in said residential lots herebefore described, or any of them, or their heirs, successors, renters, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons owning

any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XI

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise effect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided in Paragraph IX hereof.

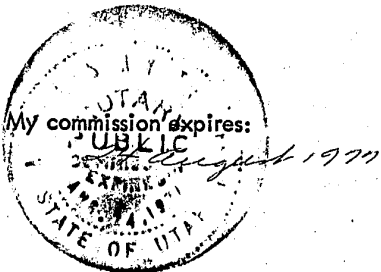
[Handwritten signatures]

STATE OF UTAH)
 : ss
County of Salt Lake)

on the 25th day of *March*, 1976, personally appeared before me

Ray Sanders, Lee H. Hunt, R. D. Davis

_____, the signers of the foregoing document, who duly acknowledged to me that they executed the same.



Arastam V. Thompson
NOTARY PUBLIC, residing at:
Bountiful, Utah

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