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DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

OF
ENSIGN DOWNS PLAT G

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05 DECEMBER 90 09:51 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ARIMO CORPORATION, an Idaho corporation qualified to do business in the State of Utah, has heretofore caused to be surveyed, platted and subdivided into lots and streets, the following described real property located in SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH, being a part of Section 30, Township 1 North, Range 1 East, Salt Lake Base and Meridian, to wit:

Lots 1, 2 and 3, Ensign Downs Plat G, according to the official recorded plat thereof, and

That the undersigned, ARIMO CORPORATION, is the legal and beneficial owner of all of the land located in said subdivision except that portion thereof dedicated as public streets.

NOW, THEREFORE, in order to protect the natural beauty of the area and its view and in order to develop a harmonious and regulated community for the benefit and protection of all owners of the area, it is therefore declared by such owners that all lots in the designated subdivision are held and sold, conveyed, leased, occupied, mortgaged and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners and purchasers of said property as between themselves and their heirs, successors or assigns, to conform to and observe the same for a period of twenty-five (25) years from the first day of July, 1982; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years; provided, however, that the owners of the fee simple title of a majority of the lots in this subdivision may release all of the lands hereby restricted from any and all said restrictions and covenants at the end of the first twenty-five (25) year period, or any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Associated Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

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These covenants and restrictions, however, may be changed, altered, amended in any way, at any time, by the affirmative action of the owners of all of the lots in the subdivision. These changes shall be evidenced by the execution of an appropriate agreement in writing signed by all of the individual legal lot owners, and filed for record in the office of the County Recorder of Salt Lake County, Utah.

MUTUAL AND RECIPROCAL BENEFITS

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

USE OF LAND

None of the lots shall be used for or occupied by other than one single family dwelling or one two-family dwelling, garages and necessary incidental out buildings. Any outside clothes drying areas must so located that they are not in the view of neighbors. No rubbish shall be stored or allowed to accumulate thereon.

PARKING

No boats or vehicles shall be parked on the public streets over night. Boats, trucks and recreational vehicles shall be parked only in areas of lots where they are hidden from view from the street.

SET BACK OF IMPROVEMENTS AND APPURTENANCES

No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the set back and side yard lines established by Salt Lake City and/or the Architectural Committee or in conformity with additional lines which may be fixed by the undersigned, its successors and assigns, in contract or deeds to any or all of the lots created on said property.

FENCES AND PLANTING

No trees, other planting or fences shall be installed or maintained on any lot which will obstruct the view or otherwise interfere with the reasonable use and enjoyment of the owners or occupants of any other lot or lots in the subdivision. The Architectural Committee shall in each instance be the determining body as to whether one owner has planted trees and shrubbery or erected fences to interfere with the use and enjoyment of another owner. Grantee agrees to abide by any order of said committee directing him not to plant any trees, to cut down or cut back or remove any trees or plants or fences which may have been installed, planted or maintained. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said committee or any injured lot owner, may at any time institute or prosecute in their name any suit or suits which the committee or injured lot owner may consider advisable in order to compel and obtain a decree for specific performance by the grantee, of his agreement to remove, cut down or cut back any tree which the committee has ordered removed, cut back or cut down. Should any such suit be instituted, the grantee agrees to pay reasonable attorney fees for the plaintiff's attorneys as may be fixed by the court.

ANIMALS AND FOWL

No livestock or fowl of any kind or nature shall be housed or maintained on any lot except a reasonable number of household pets.

NO TRADE OR BUSINESS PERMITTED

No trade or business establishment of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon. A building program once started will be carried forward to completion without undue delay.

NO EXCAVATION

No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building structure thereon.

PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED

No building shall be placed or erected on any lot until the design, size, height and location have been approved, in writing, by the Architectural Committee. In the event, however, that such Committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, directed to ARIMO CORPORATION, in Salt Lake City, Utah, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

LANDSCAPING

No landscaping shall be begun on said property nor any planting of trees take place, until the plans and specifications therefore have been first approved in writing by the Architectural Committee. In the event, however, that such committee shall fail to approve or disapprove a landscaping plan within thirty (30) days after approval thereof has been requested in writing, directed to ARIMO CORPORATION, in Salt Lake City, Utah, then such approval will not be required provided the planting does not, nor in due course of growth, will injure the view of other owners in the subdivision.

LOT REQUIRED FOR BUILDING

None of said lots may be re-subdivided except that the undersigned, its successors or assigns, may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the undersigned, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract, and adequate in size and character to permit development similar to that on said other lots, then such lot or lots may be divided by the undersigned, its successors or assigns, or permission may be granted by the undersigned, its successors or assigns to the owner of such lot or lots, as the case may be, to so divide such lot or lots, but in no event shall any lots be so divided so as to create a lot having an area of less than 10,000 square feet. No lot shall be conveyed in whole or in part for right-of-way purposes for ingress or egress to other lands without the express permission of the undersigned in writing.

EASEMENTS FOR UTILITIES

Such easements and rights-of-way shall be reserved to the undersigned and successors and assigns in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to

the owners of lots in said tract, as may be shown on the recorded subdivision plat, and the undersigned, its successors and assigns, shall have the right to grant directly and/or reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on said map. All lots shall be supplied with underground electrical and telephone services, and service cables shall be run in accordance with plans and specifications of Utah Power & Light Company and Mountain State Telephone and Telegraph Company or their successors or assigns. All service conduits and cables from Secondary Pull (connection) boxes to houses shall be underground and shall be furnished and installed by individual home owners and shall be in accordance with plans and specifications of Utah Power & Light Company and Mountain States Telephone and Telegraph Company or their successors or assigns. No structure of any kind shall be erected over any of such easements, except upon written permission of undersigned, their successors or assigns.

ARCHITECTURAL COMMITTEE

An Architectural Committee consisting of three members has been created by the undersigned and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure; provided, however, that when one hundred percent (100%) of the title holders of the lots in the subdivision petition the undersigned in writing that an individual be named to the Architectural Committee, then the undersigned will appoint such person on the Committee and if necessary will remove from said Committee an existing member thereof in order to create a vacancy for the new appointment; provided further, however, that two persons be designated by the undersigned to always remain members of said Committee if the undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans, specifications, size, height and location of structures to be erected on lots in said tract, or for planting to be placed thereon, so that all structures, fences and planting shall conform to these restrictions and to the general plan of the undersigned, and of the Committee, for the improvement and development of the whole tract. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof. The Architectural Committee may from time to time, in addition to the above, establish a minimum size for dwellings to be erected and may, to meet changing conditions, vary the style, height, type and size of structures permitted, and alter other rules and regulations for the protection and improvement of the area.

The Architectural Committee's decisions, made in good faith and within the scope of its authority, shall be final.

ARIMO CORPORATION and the Architectural Committee shall exercise their best judgment to see that all buildings and improvements constructed within this subdivision conform to the purposes and requirements of these protective covenants; provided, however, that they and their employees or agents shall not be liable to any owner or occupant or to anyone submitting plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any such plans.

CONFLICTS

Zoning ordinances, building codes and regulations, and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions and requirements, the more restrictive standards shall apply. Any approval of grantor required in this Declaration, does not in any way relieve owners and occupants from obtaining approvals required by any governmental body having jurisdiction.

MINIMUM BUILDING SIZE

The undersigned reserve the right for itself, its successors and assigns to set a minimum figure for the size and/or cost per square foot of floor area of any building to be erected on any of said lots. This size or cost per square foot may also be set from time to time by the Architectural Committee.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons, or corporation, except in respect of breaches committed during its, his, her or their seizing of title to said land, and the undersigned or any owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation, shall in no event, be deemed a waiver of the right to do so thereafter. These remedies are in addition to all other remedies provided by law or provided for elsewhere in this agreement.

INVALIDATION OF RESTRICTIONS

The invalidation of any restriction herein contained, by judgment or Court Order, shall in no way affect any of the other provisions which shall remain in full force and effect.

DATE: October 18, 1990

ARIMO CORPORATION

ATTEST:

Victoria A. Robinson
Victoria A. Robinson
Secretary

BY: Christopher F. Robinson
Christopher F. Robinson
President

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 15th day of October, 1990, personally appeared before me, Christopher F. Robinson and Victoria A. Robinson, who being duly sworn did say that they are the President and Secretary, respectively, of ARIMO CORPORATION, an Idaho corporation qualified to do business in the State of Utah, and that the said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Christopher F. Robinson and Victoria A. Robinson acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, the day and year above written.

Deanna L. Stookey
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

