

PROTECTIVE COVENANTS
ENOCH GARDENS SUBDIVISION

Iron County, Utah

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, THE UNDERSIGNED are the owners of the following described real property located in Iron County, State of Utah, to-wit:

All of Blocks A, B, C, D, E, F, G, Enoch Gardens Subdivision, consisting of a total of 75 lots.

WHEREAS, it is the intent and purpose of the undersigned to limit and restrict the type, quality, and use of all structures and other matters now existing or to be placed or used on said property for the benefit of all of the owners thereof, which said restrictions are and shall be construed as covenants running with said land and shall bind the undersigned, his heirs, executors and future assigns of said premises, and all persons hereinafter having any interest therein, or any part or parts thereof during the terms herein limited.

NOW, THEREFORE, the undersigned hereby covenant, agree, and declare that all ownership and uses of said property hereinafter shall be subject to the following restrictive covenants, to-wit:

A. RESIDENTIAL AREA COVENANTS

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 detached single-family dwelling not to exceed two stories in height, a private garage or carport for not more than three cars and such other accessory buildings as are approved by the Architectural Control Committee.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications 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, other residences 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 set-back line unless similarly approved.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$28,000.00, including the lot, based upon the 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.

4. BUILDING LOCATION.

c. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 18,000 sq. ft.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 1/2 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, or which may obstruct or retard the flow of water through 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.

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.

a. No storage of any articles, material, equipment or vehicles of any nature shall be permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks may be parked in driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or in the rear yard areas of each lot.

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.

9. 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 signs used by a builder to advertise the property during the construction and sales period.

10. 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.

11. PETS. Pets, livestock and fowl, which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink and swine are not permitted on any lot either temporarily or permanently. All permitted

13. 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 connecting 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 line 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 to prevent obstruction of such sight lines.

B. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee shall be composed of Scott M. Bulloch, Henry M. Bulloch and Worth Grimshaw, all of Cedar 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 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.
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 in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS

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 (40) 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.
2. ENFORCEMENT: 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.
3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. SUBDIVISION OF LOTS. No lot containing less than 18,000 sq. feet of land may be sold in the Enoch Gardens Subdivision.
5. FIREARMS. The discharging of firearms within the boundaries of

STATE OF UTAH)

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COUNTY OF IRON)

On the 28th day of June, A.D. 1977
personally appeared before me SCOTT M. BULLOCH AND WORTH H. GRIMSHAW, who
being by me duly sworn did say, each for himself, that he, the said SCOTT
M. BULLOCH is the President, and he the said WORTH H. GRIMSHAW, is the
Secretary of ENOCH GARDENS DEVELOPMENT CORPORATION, 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 SCOTT M.
BULLOCH and WORTH H. GRIMSHAW each duly acknowledged to me that said cor-
poration executed the same and that the seal affixed is the seal of said
corporation.

My Commission Expires:

My commission expires 6 13 83

Lori Weller
Notary Public, Residing at Cedar
City, Utah

