

PROTECTIVE COVENANTS AND RESTRICTIONS  
OF ENSIGN DOWNS PLAT "D" Record'd

MAY 17 1974

145 P

TO WHOM IT MAY CONCERN:

Request of Ensign Downs Inc

JERRY L. BROWN, Recorder  
Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

2622585

\$ 400 By Jerry L. Brown Deputy

REF. 531 So State

That the undersigned, ENSIGN DOWNS, INC., a corporation 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:

Beginning at the most northerly corner of Lot 1, Ensign Downs Plat 'D', a subdivision in Sec. 30, T. 1 N., R. 1 E., S. L. B. & M.; thence along the perimeter of said subdivision, N. 3° 59' 49" W. 66.300 feet, N. 36° 04' 58" E. 75.450 feet, N. 61° 33' E. 242.920 feet, N. 79° 35' E. 370.310 feet and N. 14° 28' 58" E. 263.330 feet to the northwest corner of Lot 10 of said Ensign Downs Plat 'D'; thence N. 86° 30' W. 186.516 feet; thence N. 78° W. 198.107 feet; thence N. 67° 30' W. 26.507 feet; thence S. 57° W. 234.810 feet to a point on a 163.00 foot radius curve the center of which bears S. 57° W.; thence southeasterly along said curve to the right, a distance of 30.345 feet through a central angle of 10° 40'; thence S. 22° 20' E. 44.891 feet to the beginning of a 25.00 foot radius curve; thence southwesterly along said curve to the right a distance of 36.82 feet through a central angle of 84° 22' 40" to a point of reverse curve where the bearing between curve centers is S. 27° 57' 20" E.; thence southwesterly along a 676.761 foot radius curve to the left, a distance of 268.17 feet through a central angle of 22° 42' 12", to a point of compound curve; thence southerly along a 297.882 foot radius curve to the left, a distance of 300.42 feet through a central angle of 57° 47' 02" to a point on the extension of the northerly line of Lot 1 of said Ensign Downs Plat 'D'; thence along said extension and Lot line N. 71° 33' 26" E. 165.00 feet to the point of beginning.

That the undersigned, ENSIGN DOWNS, INC., 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 25 years from the first day of August, 1966; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of 25 years past; 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 25 year period, or any successive 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 years prior to the expiration of any 25 year period.

These covenants and restrictions, however, may be changed, altered, amended in any way, at any time, by the affirmative action of at least 10 of the individual legal lot owners in the subdivision. These changes shall be evidenced by the execution of an appropriate agreement in writing signed by at least 10 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 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 single family dwellings, garages, guest houses and necessary incidental out buildings. No flat or apartment house shall be permitted thereon; any outside clothes drying areas must be so located that they are not in the view of neighbors.

**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 line as established by the Architectural Committee or in conformity with additional set back 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. And all taking under these restrictions agree 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 may at any time institute or prosecute in the name of any member of said committee any suit or suits which the committee 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 without undue delay.

**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 30 days after approval thereof has been requested in writing, directed to ENSIGN DOWNS, INC., 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 30 days after approval thereof has been requested in writing, directed to ENSIGN DOWNS, INC., 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 resubdivided 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 a width of less than 70 feet at the set back line. 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.

**EASEMENT 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 said map and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on said map. Wherever lots are supplied with underground electrical and telephone services, all such electrical service cables shall be run in accordance with plans and specifications of Utah Power & Light Company and Mountain State Telephone and Telegraph Company. 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. 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 pleasures; provided, however, that when 85% 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 or persons on the committee and if necessary will remove from said committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person be designated by the undersigned to always remain a member of said committee if 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, 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 the restrictions and 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 houses to be erected style, type of signs permitted and other rules and regulations for the protection and improvement of the area.

MINIMUM BUILDING LOTS: The undersigned reserve the right for itself, its successors and assigns to set a minimum figure for the cost per square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in the above described property. This cost per minimum square foot floor area 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 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.

ENSIGN DOWNS, INC.

By: David A. Robinson  
David A. Robinson, President

Attest:

David L. Freed

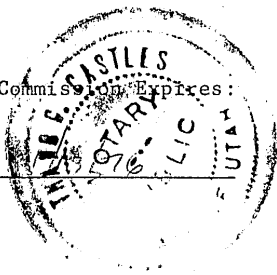
DAVID L. FREED, Treasurer

STATE OF UTAH )  
                          )  
COUNTY OF SALT LAKE)

On the 3rd day of May, 1974, personally appeared before me, David A. Robinson and David L. Freed, who being duly sworn did say that they are the president and treasurer, respectively, of ENSIGN DOWNS, INC., a corporation of Utah, and that the said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said David A Robinson and David L. Freed 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.

My Commission Expires:



John B. Castles  
NOTARY PUBLIC, Salt Lake City, Utah