

2579149

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING ARLINGTON HILLS PLAT "E"

1. Mutual and Reciprocal benefits, etc.

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.

2. Terms of Restrictions

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January 1983, upon which date same shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same; provided, however, that at any time after January 1, 1983, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property. In voting each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

3. Pets, Animals, etc.

No more than five household pets, shall be kept on any of said lots.

4. No signs shall be displayed on any of said lots except as follows:

The name and professions of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling house is for sale or to let or to lease.

5. Private Residence; moving of structures

Said premises shall be used for private residence purposes only, except as hereinafter set forth; and no structure of any kind shall be moved from any other place upon said premises, except approved by developer.

6. Excavating

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 or structure thereon.

7. Rubbish Control

No rubbish shall be stored or allowed to accumulate thereon.

8. Easements

Such easements and rights of way shall be reserved to the Undersigned, its 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,

Recorded 06/31/1973 at 1149
Request of Culp Construction Co.
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 500 By [Signature] Deputy
Ref. PO Box 1235 CITY 84115

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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. No structure of any kind shall be erected over any of such easements, except upon written permissions of undersigned, their successors or assigns.

9. Resubdivision of Sites

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 assign, 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 parcel having an area of less than one-quarter acre, including in the calculation of such area, the street upon which it abuts to the center line thereof. Should two or more contiguous lots be acquired by the same grantee, such lots will, be treated and considered by undersigned and or said grantee as one entire lot for the purpose of these restrictions.

10. Improvements

A. TYPE OF STRUCTURES: No building other than one single family dwelling house, and appropriate outhouses as defined by Salt Lake City zoning restrictions shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses, except the Developer can allow to be located in the area, churches, or schools.

B. It is not the intent of this covenant to restrict the type of design, the size or price of the residence, or the kinds of materials used but rather to insure quality in external appearance and optimum placemtn in relation to other dwellings. Protection of sight lines and the exclusion of incompatible forms or materials within a single design will aid in preserving property values on a long-term basis.

To implement the above policies the Arlington Hills owners have selected the developer to act as sole arbitrator of the external visual quality of each residence and who will establish grade levels for finish floors.

Individual lot owners prior to construction will be required to submit to the developer plans, elevations and sections of their proposed residence in sufficient clarity to explain permanent materials and forms of the building, as well as the yard work. The drawings shall also include a plot plan showing contour intervals related to the actual elevation of the street and shown at not more than 2' -)" intervals between the street and the rear of the house. All finish floor elevations must appear on the plot plan. The elevation of the top of any proposed garden or property line walls shall also appear on the plot plan. If the drawings are in order the developer will sign one set of drawings and place a grade stake bearing his signature on the property to establish a main floor level. The owner may then proceed in accordance with the approved drawings. If the owner wishes to submit preliminary drawings for tentative approval, he may do so. A period of at least three days should be allowed for the developer to review the drawings.

If the proposed building is not satisfactory to the developer, a meeting with the owner and/or his designer will be called to discuss possible changes. After changes, the drawings will again be submitted for approval.

If no action is taken by the developer within fifteen days of the date of submission, the owners will have the right to proceed with construction as proposed, providing they so notify the subdivision owners of their intent in writing. The approving architect reserves the right to stop construction on any residence or yard work which does not conform to the approved drawings bearing his signature.

The developer cannot be held liable for errors or omissions in the design of any building or yard work, nor can he be held responsible for the execution of any work as approved or not approved. These factors are the sole responsibilities of the owners and designers.

C. APPROVAL OF PLANS: No structures, either residence, outhouse, school, church, tennis court, swimming pool, wall fence or other improvements, shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Developer.

Culp Construction Company
2320 South Main
Salt Lake City, Utah 84110
486-2064

D. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within 12 months.

11. Violation of Restrictions; Penalties

Violation of any of the restrictions, conditions, covenants, or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

12. Acceptance of Restrictions

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby by conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.

13. Invalidity

It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void. Such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

* * * *

The foregoing " restrictive covenants " affecting Arlington Hills, Plat "E",
are hereby signed and dated this 30th day of October 1973, in Salt Lake City,
Utah.

Charles H. Culp
Charles H. Culp

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 30th day of October, A.D., 1973, personally appeared
before me, Charles H. Culp, the signer of the foregoing " restrictive covenants ",
comprising three pages, who duly acknowledged to me that he executed the same.

Calvin H. Ballaef
Notary Public

Address: Woods Cross Utah

CALVIN H. BALLAEF
NOTARY PUBLIC
COMMISSION EXPIRES
OCTOBER 21, 1975
STATE OF UTAH