

Recorded OCT 4 1974
Request of McGHEE LAND TITLE COMPANY
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 7.20 By [Signature] Deputy
Ref. _____

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McGHEE LAND TITLE COMPANY 135776

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DECLARATION OF RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS

OF

ARLINGTON PARK

SALT LAKE CITY, SALT LAKE COUNTY, UTAH

BONNEVILLE-ON-THE-HILL COMPANY,
A Utah Corporation,
JOHN LANDURES and
DIANE LANDURES, his wife,

TO

WHOM IT MAY CONCERN

WHEREAS, the legal and beneficial title to the following described property situated in Salt Lake City, Salt Lake County, State of Utah, to wit:

All of ARLINGTON PARK, a subdivision of Salt Lake City, Salt Lake County, State of Utah, according to the official recorded plat thereof, recorded in the Office of the County Recorder, in and for Salt Lake County, State of Utah,

now stand in the name of BONNEVILLE-ON-THE-HILL COMPANY, A Utah Corporation, and JOHN LANDURES and DIANE LANDURES, his wife, and

WHEREAS, the owners are desirous of creating restrictions and covenants affecting said property in order to develop a residential area of distinctive character and to provide means by which such character may be safeguarded and protected.

NOW THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said plat, the owners do hereby declare the property hereinabove described subject to the restriction herein recited, as a blanket encumbrance upon all of the said property, or any part thereof. Said restrictions are declared to be covenants running with the land for the benefit of and granting the right of enforcement thereof to the undersigned as owners and their successors, assigns, and grantees, who are or become owners of any lots in the aforementioned subdivision.

All of the restrictions, conditions, covenants and agreements are declared and created for the direct and mutual and reciprocal benefit of each and every lot in the above-described subdivision and there is hereby created mutual and equitable servitudes upon each of said lots in favor of each other lot in said subdivision. As owners of the said subdivision and all of the property therein we do by these presents grant, declare and create reciprocal rights and obligations between the respective owners of the lots in said subdivision and declare it one of the purposes of these Restrictive Covenants to establish a privity of contract and estate between the respective grantees of the several lots, their heirs, successors and assigns.

1. No building shall be erected, altered, placed upon or permitted to remain on any lot other than one detached single private family dwelling and a private garage for not more than 3 cars, nor shall any dwelling erected on any of the lots be used other than as a private residence.

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2. No building, dwelling, residence, garage, fence, wall, retaining wall, swimming pool, tennis court, or other structure shall be constructed, added, erected, placed or maintained upon said real property, or any part thereof, nor shall there be any changes made to the exterior of improvements on the property by way of alteration, addition, repairing, remodeling, painting, or adding thereto unless prior to the commencement of any construction, excavation, or other work, the complete plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement, a color scheme thereof, and a plot plan fixing the exact location of such structure, improvement or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing to the Architectural and Building Committee for said subdivision which Committee is declared and established by paragraph 5 hereof. The term structure as used herein shall be given the broadest interpretation and shall include, among other things, doghouses, fences, playhouses, gazebos and any and all structures which for any reason may be erected upon the lots in said subdivision.

3. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within 1 year. No building shall be occupied as a habitation or residence or for any purpose other than construction during construction or until the same shall comply with all of the requirements of these restrictions.

4. Buildings erected upon lots 1 through 10 inclusive shall not exceed 3 levels in height including a basement if there is a basement or 2 levels in height if there is no basement. Lots 11 through 19 inclusive shall not exceed 1 level above the street floor. In addition, no building shall be approved by the Architectural and Building Committee which contains less than 1500 square feet in the ground floor area of the main structure, exclusive of open porches and garages.

5. The Building and Architectural Committee charged initially with the enforcement of these covenants shall be composed of JOHN LANDURES, DIANE LANDURES, and JERRY FLOOR, or by a representative or representatives designated by a majority of the members of said Committee to act for the Committee. Neither the members of such Committee, nor its designated representatives shall be paid any fee or compensation for services performed pursuant to this covenant. The powers and duties of said Committee and of its designated representative or representatives, shall cease on and after January 1, 1986. 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 majority of said lots and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee. It is the intent of these Restrictions to define the name "Committee" wherever it appears in these Restrictions, to mean the Building and Architectural Committee referred to in this paragraph.

When there is 15 or more individual lot owners in the subdivision and as soon thereafter as practical, said individual lot owners shall elect a Committee of three to replace said individuals above and they shall be charged with the same enforcement and responsibilities as the initial committee above. Each lot owner shall have one vote in the matter.

Individual lot owners, prior to construction of any improvement or structure on any portion of the subdivision, will be required to submit to the Committee, plans, elevations and sections of their proposed residence with sufficient clarity to designate the permanent materials of which the structure will be built and form of the building, as well as the yard and adjacent landscaping work. The plans shall include a plot plan showing contour intervals related to the actual elevation of the street and shown at not more than 2' 0" intervals between the street and 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 or fences shall also appear on the plot plan.

The owner submitting the plan shall submit the plans herein required not less than one week prior to the proposed date for commencement of construction to enable the Committee to review the plans. The Committee will notify the owner in writing of its determinations. If the structure or improvement is approved the construction may be commenced upon obtaining the requisite building permits from Salt Lake City and compliance with the applicable ordinances of said City. If not approved the owner will be required to make such changes as necessary to conform to the requirements of the Committee with these covenants and re-submit the plans to the Committee for approval. The Committee may also require certain setback requirements although not specifically spelled out in these Covenants which shall also be required before the Committee gives its approval for construction. A meeting with the owner and/or his architect to discuss required changes if desired may be arranged at any time with the Committee.

If no action is taken by the Committee within fifteen days from the date of submission of the plans by the owner to the Committee the owner shall notify the owners of lots in the subdivision of the intention to build in writing and if no action is taken by any owner of a lot in the subdivision within ten days of such notification then the owner proposing to build may proceed.

The Committee shall take such action as may be necessary to stop construction of any building or structure which does not conform to the approved drawings or the restrictions provided for herein, or if the Committee shall fail to act any owner or owners of lots in said subdivision may proceed with enforcement proceedings.

The Committee shall not be personally liable for errors or omissions in the design of any structure or yard work, or the execution thereof. Approval by the Committee shall not signify any indication of the adequacy of the plan or the materials used to insure the satisfaction of the owner.

The Committee shall make all judgments and determinations in addition to those above outlined which, under the restrictions herein, need to be made.

6. No noxious, offensive, illegal, or immoral activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision lot owners.

7. No trailer, basement, tent, shack garage, or other outbuilding shall be erected or placed in said subdivision except as permitted by the Committee to facilitate construction of a permitted structure nor shall it at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Also, no house shall be moved upon any lot or any part of a lot in this subdivision unless permission be given by the Committee.

8. No vehicle, including but not limited to, mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats or automobiles shall be permitted to stand on any lot or in the streets in said subdivision for more than 2 days unless the same are housed within the confines of a garage which completely covers said vehicle.

9. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry, (except as in paragraph 11 hereof permitted) shall be kept or maintained on any uncovered part of said property.

10. Dogs and cats may be kept in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any

commercial use or purpose. No such pet shall be allowed to be at large in said subdivision but shall be confined to the lot of its owner unless on a leash and accompanied by the owner or member of the owners family nor shall such pet be allowed to trespass upon the lot of any other owner in said subdivision. The Committee shall be the sole decisionmaker as to what reasonable number shall mean.

11. 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 and then only after Committee approval is first obtained as per above.

12. No signs, billboards, or advertising structures, shall be displayed on any of the lots except as follows: The name and profession of any professional man may be displayed at any dwelling house upon a sign not exceeding 36 square inches in size. The name and address of the resident upon a mailbox. No sign shall 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 lease. Nothing herein however, shall prevent a sign of unlimited size to be placed upon the entrance to the subdivision when advertising for sale at least 5 lots in the subdivision. Also, campaign signs not exceeding 18 inches by 24 inches may be placed upon a lot during a campaign for government office but such sign shall be immediately removed after said campaign is over.

13. No rubbish garbage, or other eyesores shall be permitted to accumulate upon the premises.

14. Each lot owner shall be required to pay the sum of \$20 per year to help maintain and improve the common areas of the subdivision which are provided for in the plat of the subdivision. The determination of what improvements will be made (including but not limited to landscaping fountains, Christmas decoration, etc.) and when and if they are to be made shall be the sole discretion of a majority of the Committee. The Committee shall also be responsible to see that such common areas are pleasing to the eye and cared for which said \$20 per year from each lot owner shall be used for.

15. Such easements and rights of way shall be reserved to the Undersigned, their successors and assigns, in and over said real property, for the erection, construction, maintenance and operation therein or thereon of drainage pipes, conduits, pipes, 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, their 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 permission of the undersigned, their successors or assigns.

16. Each lot owner shall be required, as soon as practical after his dwelling is completed, to install and maintain at his own expense a lamppost which shall be similar in form and relative location to each other lamppost in the subdivision and which shall be chosen by a majority of the Committee. Said lamppost shall be turned on during all reasonable nighttime hours.

17. None of said lots may be resubdivided except that the undersigned, their 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, their successors or 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, their successors

or assigns, or witten permission may be granted by the undersigned, their 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 thereon. Should two or more contiguous lots be acquired by the same grantee, such lots will, be treated and considered by the undersigned and/or said grantee as one entire lot for the purpose of these restriction.

18. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned and/or the Committee, their successors or assigns, the right, but not the duty, 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 or wrongful eviction of personal property. 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 constitute 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.

In addition, if any of the owners of lots or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. 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 be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. These Restrictive Covenants may be amended only by written document signed by the undersigned their successors or assigns and duly recorded in the office of the Salt Lake County Recorder.

22. The restrictions herein contained shall be known to be in addition to and not in conflict with the zoning ordinances now in force for Salt Lake City, Salt Lake County, State of Utah.

DATED this 26th day of September, 1974.

BONNEVILLE-ON-THE-HILL
COMPANY, A Utah Corporation

By R. Gordon Bader
R. GORDON BADER, President

John Landures
JOHN LANDURES

Diane Landures
DIANE LANDURES, his wife

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

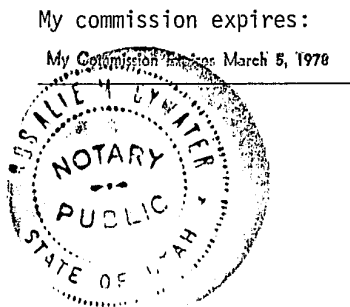
On the 26th day of September, 1974, personally appeared before me R. Gordon Bader, who being by me first duly sworn, did say that he is the president of BONNEVILLE-ON-THE-HILL COMPANY, a Utah Corporation, and that the foregoing DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS, was signed in behalf of said corporation by authority of its bylaws, and said R. GORDON BADER acknowledged to me that said corporation executed the same.



Rosalie M. Bywater
Notary Public, residing in
Salt Lake City, Utah

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

On the 26th day of September, 1974, personally appeared before me JOHN LANDURES and DIANE LANDURES, his wife, the signers of the foregoing DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS, who duly acknowledged to me that they executed the same.



Rosalie M. Bywater
Notary Public, residing in
Salt Lake City, Utah