

WHEN RECORDED MAIL TO:

HAL HAWK
239 Virginia Street
Salt Lake City, Utah 84103

KATIE L. JAXON
RECORDER
SALT LAKE COUNTY,
UTAH

NOV 5 4 05 PM '91

ASSOCIATED TITLE CO.
REF. DEPT.

1050
[Signature]

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLAT J, ARLINGTON HILLS SUBDIVISION
SALT LAKE COUNTY, UTAH

3620911

Recorded _____
Entry No. _____
Book _____ Page _____

THIS DECLARATION is made this 3rd day of November, 1981,
by CLAUDE HAWK CORPORATION, the owner and developer of a tract
of real property situated in Salt Lake City, Salt Lake County,
State of Utah, particularly described as follows:

All of Plat J, Arlington Hills Subdivision,
according to the official plat thereof on
file in the office of the Salt Lake County
Recorder.

for the purpose of providing for its orderly development,
improvement and use, and is hereby held and made subject to
these protective covenants, conditions and restrictions, and
shall be held, sold, conveyed, hypothecated, encumbered, leased
rented, used, occupied and improved in accordance with this
declaration of protective covenants, conditions and restrictions,
as follows:

1. Mutual and Reciprocal Benefits. These protective
covenants, conditions and restrictions are made for the direct,
mutual and reciprocal benefit of each and every lot in the above
described real property and create mutual and equitable servi-
tudes upon each of said lots in favor of each other lot including
reciprocal rights and obligations between the respective owners
of all of the lots and the privity of contract and estate between
the owners of all of the lots and the privity of contract and
estate between the owners of said lots, their heirs, successors
and assigns, and shall operate as covenants running with the
land for the benefit of all other lots in said tract, their owners,
heirs, successors and assigns.

2. Duration. These protective covenants, conditions
and restrictions shall continue in full force and effect and be
binding until the last day of September, 2005, upon which date
they shall be automatically continued for successive periods of
ten years each unless it is agreed by the vote of the record
owners of a majority of the property to terminate them; provided,
however, that any time after September 30, 2005 they may be
altered or modified by the vote of the record owners of a majority
of the property.

3. Animals, Pets. No domestic animals or fowl, other
than a reasonable number of generally recognized house or yard
pets, shall be maintained on any lot.

4. Private Residential Use; Moving of Structures.
The lots shall be used for private residential purposes only,
except as hereinafter set forth, and no structure of any kind
shall be moved from any other place upon any lot, nor shall any
incomplete building be permitted to remain uncompleted for a
period in excess of 1 year from the date the building was started,
unless otherwise approved by the Architectural Supervising
Committee.

BOOK 5310 PAGE 597

5. Excavating, Drilling, Mining and Quarring. No mining, drilling, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall be permitted on the surface of the property. No excavation 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.

6. Rubbish. No rubbish shall be stored or allowed to accumulate.

7. Set Backs. No dwelling house or other structure shall be constructed or situated on any lot, except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building or other structure as to any line shall be deemed to be the minimum distance between said building or other structure and said line. The "set back" of any building or other structure as to any street shall be deemed to be the minimum distance between said building or other structure and the nearest line of said street.

8. Resubdivision. No lot may be re-subdivided except that the undersigned, its successors or assigns, may divide any lot so as to increase the size of adjoining lots; or where a lot 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 be each 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 and 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 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, unless otherwise stipulated, be treated and considered by the undersigned and/or said grantee as one entire lot for the purpose of these restrictions.

9. Fences, Walls and Trees. No fence, wall or hedge over four feet in height shall be erected or grown provided, however, that this restriction may be waived or modified by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees in order to prevent one lot owner from planting trees, or allowing trees to grow, so that the view from other lots may be obstructed or impaired. The owner agrees to abide by any order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. 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 owner's title to be forfeited. The owner 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 to compel and obtain a decree for specific performance by the owner of his agreement to remove, cut down or cut back any tree which the Committee has ordered removed, cut down or cut back.

BOOK 5310 PAGE 598

10. Manner of Voting. In voting, pursuant to the provisions of Paragraph 2 hereof, 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.

11. Architectural Supervising Committee.

(A) An Architectural Supervising Committee consisting of three members who will serve without pay will be created by the undersigned and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when ninety percent of the lots in said tract have been sold (either deeded or sold under contract of sale) thereafter upon written designation by eighty-five percent of the owners (either under contract of purchase or in fee) of lots in said tract, of some person or person whom such owners desire to have made a member or members of said Committee, 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 designated by the undersigned shall 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 or specifications for structures to be erected on lots in said tract so that all structures shall conform to the restrictions and general plans of the undersigned and of the Committee for the improvement and development of the whole tract. Nothing in this Paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, one of whom shall be the undersigned or his appointee, and accordingly, any authorization, approval or power made by the Committee must be in writing signed by at least said two members thereof.

(B) The Committee and its members shall not be personally liable for errors or omissions in the design of any structure or yard work and landscaping, 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.

(C) The Committee shall make all judgments and determinations, in addition to those specified, which, under the restrictions herein, need to be made.

12. Improvements.

(A) Type of Structures: No building other than one single family dwelling house and appropriate out-buildings shall be erected on any lot, nor shall any house constructed on any lot be used for any purpose other than a dwelling house.

(B) Before the Architectural Supervising Committee may approve any plan for construction work of any kind on the lots, the lot owner or purchaser must submit to the Committee an accurate survey showing one foot contour intervals and in addition thereto, the four corner points of the lot involved must be located at the site by a licensed surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(C) Approval of Plans. No structures, either residence, out-building, school, church, tennis court, clothesline, pool, wall, fence, or other improvements shall be constructed upon any lot, neither shall protuberances from the roof (other than chimneys of reasonable height) or amateur communications antennas ("ham") or radio antennas be constructed on any lot or building without the written approval thereof first having been obtained from the Architectural Supervising Committee. Said written approval, if granted, shall refer specifically to the location, dimensions and design of any such structure or improvement approved. The roof of said structures, including any overhang, shall be so designed and placed as to minimize any interference or obstruction of the view to or from the other lots and shall be so placed, inclined and constructed with suitable drains to prevent the discharge of snow and water upon adjoining lots. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require. If no action is taken by the Committee within fifteen days from the date of the submission to it of the owner's plans, the owner shall have the right to proceed with construction work upon the expiration of ten days after the furnishing of notice to the owners of all other lots in the subdivision, in writing, of the owner's intention to proceed with construction in accordance with the owner's plans.

(D) Landscaping. No lot shall be landscaped, nor the planting of trees or other foliage take place, until the landscaping plans and specifications have first been submitted to and approved in writing by the Committee. Landscaping must be commenced within four months of occupancy and within six months after occupancy, the landscaping shall be completed to the point that the large open areas on each lot shall be covered by grass or a suitable ground cover, all as approved by the Committee. No noxious weeds shall be permitted.

(E) Diligence in Building. When the construction of a residence or other structure is once commenced, work thereon must be prosecuted diligently and it must be completed within one year.

13. Violation of Restrictions, Penalties. Violations of any of these covenants, conditions and restrictions herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property where such violation or breach exists and to summarily abate and remove at the expense of the owner, any structure, improvement thing, condition or nuisance that may exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, or restriction 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. Every lot owner or purchaser shall pay a penalty of \$300.00 for each violation, the same to be collected by the undersigned and be used for the expenses of the Architectural Supervising Committee, and if an excess then to be distributed pro rata to the owners of the other lots not in violation. Such remedies shall be deemed cumulative and not exclusive. Violation of any of the covenants, conditions and restrictions herein contained by any signer or purchaser of any lot, or their heirs or assigns, shall

BOOK 5310 PAGE 600

give the right to any other owner or purchaser, their heirs or assigns, such owner or purchaser violating or attempting to violate any such provision and either to prevent him or them from so doing or to recover damages or other compensation for such violation. Each lot owner or purchaser agrees to pay a reasonable attorney's fee, costs of Court and expenses, whether suit is instituted or not. The Committee shall take such action as may be necessary to stop construction, enforce these provisions or collect penalties, and if it shall fail to act, then any owner or owners, purchaser or purchasers of lots in this subdivision may institute the same enforcement and collection proceedings, action and lawsuits.

14. Minimum Building Requirements. Each dwelling house constructed on any lot shall contain a minimum of 2,000 square feet on the main floor, not including any garage. The Architectural Supervising Committee may waive or modify this requirement on a case by case basis consistent with the policy of this declaration and the character of the subdivision.

15. Parking and Housing Vehicles. It is the policy and purpose of this declaration to both secure the real and personal property of the subdivision residents from theft, loss and vandalism and to provide for the orderly flow of traffic in and through the subdivision. Accordingly, no vehicle, including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats, or automobiles shall be permitted to stand on any lot in said subdivision for more than two days unless the same are housed within the confines of a garage which completely covers and conceals such vehicle. Furthermore, no vehicle as defined, shall be permitted to stand on the street overnight unless this requirement be waived by the Architectural Supervising Committee with respect to specific vehicle(s). Also, no such vehicle as defined, which is unlicensed, wrecked, stripped down, or unusable, shall be permitted on any lot or street.

16. 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, maintenance and operation herein or thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from the lots, any gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners as may be shown on the recorded plat and the undersigned, its successors and assigns, shall have the right to reserve any additional easements as may be necessary for said purposes in contracts and deeds, to any or all of the lots shown on the recorded plat. No structure of any kind shall be erected over any of such easements, except upon written permission of the undersigned, its successors or assigns.

17. Signs. No signs, billboards, or advertising structures, shall be displayed on any of the lots except as follows: The name and profession of any professional person may be displayed at any dwelling house upon a sign not exceeding 36 square inches in size, and 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. Builders of speculative homes may use signs up to 4 feet by 8 feet on the premises offered for sale.

BOOK 5310 PAGE 631

18. Roofs. All roofs shall be covered with either thick butt cedar shake shingles or tile or such other material as the Architectural Committee may from time to time approve. The Committee reserves the right to disapprove any roofing material which in its opinion does not meet the Committee's minimum standards of appearance and quality.

19. Commencement of Construction. Construction of the dwelling house must be commenced within 2 years after the date of purchase and conveyance. If not so commenced, the undersigned reserves the right to repurchase said lot from the defaulting owner for 80% of the purchase price paid by such defaulting owner. The undersigned reserves the right to waive the requirements of this paragraph.

20. Surplus Material. Any surplus material resulting from the excavation of a lot or construction of a dwelling house or other out-building or improvement shall be removed promptly and if not, nor within 5 days after a written notice from the Committee to remove it, shall be removed and disposed of by the Committee and the cost thereof, shall upon written demand, be paid promptly by the lot owner or purchaser.

21. Acceptance of Restrictions. All owners and purchasers of any interest in the above described real property shall, by acceptance of contracts or deeds for any lot or lots shown thereon or any portion thereof, be deemed conclusively to have consented and agreed to all of these covenants, conditions and restrictions.

22. Amendment. These provisions may be amended in writing only by the undersigned, its successors and assigns, or by 85% of homeowners after all lots are sold, and shall be valid upon their being recorded in the office of the County Recorder of Salt Lake County, Utah.

23. Case By Case Determination. The acts of the Architectural Supervising Committee shall be deemed to be independent case by case determinations. In no case shall decisions rendered by the Architectural Supervising Committee be precedents in other cases.

24. 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, the same shall in no way affect or limit any other covenant, condition and restriction.

25. Marginal Notes. The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

26. Attorney's Fees and Costs. In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in these covenants, conditions and restrictions, the defaulting owner or purchaser agrees to pay all costs and expenses of enforcing the same, or collecting any penalties or damages, including the payment of a reasonable attorney's fee and all court costs.

27. Zoning Ordinances. The provisions contained herein are in addition to and shall not conflict with the zoning ordinances now in effect for Salt Lake City, Salt Lake County, State of Utah.

