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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: DIANE KILPACK , DEPUTY

When Recorded, Return to:  
Claude Hawk Corporation  
239 Virginia Street  
Salt Lake City, Utah 84103

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

THIS DECLARATION is made this 30<sup>th</sup> day of April 1992, by CLAUDE HAWK CORPORATION (the "Declarant"), the owner and developer of a tract of real property situated in Salt Lake City, Salt Lake County, State of Utah (the "Subdivision") particularly described as follows:

All of Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and #11 plat "N", 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 servitudes 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 said lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of all other lots in

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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 April 2012, 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 March 31, 2012, 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 one year from the date the building was started, unless otherwise approved by the Architectural Supervising Committee.

5. Excavating, Drilling, Mining, and Quarrying. 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. Setbacks. No dwelling house or other structure shall be constructed or situated on any lot, except in conformity with the "setback" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "setback" 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 "setback" 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 "setback" 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 resubdivided 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 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 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 six 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 owner not to plant any tree or to cut down or cut back or remove any tree 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.

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 (90.0%) 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 (85.0,) 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 outbuildings 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

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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, outbuilding, 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 antennae ("ham") or radio or television antennae 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, two sets of the plans of the 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 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 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

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contained shall give the under- signed, its successors or 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 One Hundred Dollars (\$100.00) 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 exists then to be held by the Committee for use in enforcement of these Covenants. 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 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, arbitrations, actions 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 so 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 or assigns, in and over said real property for the erection, construction, maintenance and operation herein or thereon of drainage pipes on conduits and pipes, poles, wires and other means of conveying to and from lots, any gas, electricity, power, water, telephone or telegraph services, sewage and other things for convenience to the owners as may be shown on the recorded plat and the undersigned, its successors or 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 five 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 3 feet on the premises offered for sale.

18. Height Limitations. No dwelling house or other structure shall be constructed or situated on any lot, except in conformity with the "height limitations" as established in each instance by the Architectural Supervising Committee and in conformity with any additional "height limitations" which may be fixed by the declarant, its successors or assigns, in contracts or deeds to any or all of the lots created on said property, and in no event shall any dwelling house be constructed on a lot which exceeds the "height limitations" established for such lot. The Architectural Supervising Committee may require buyer to provide an engineer's statement immediately following completion of framing that the structure is in conformity with height limitations established by such committee. No owner may add soil or fill to a lot, or rearrange existing soil, which has the effect of

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increasing the height of any structure constructed thereon. All structures will be limited in height to protect views and maintain development compatible with the surrounding environment. All such height restrictions will be enforced by the Architectural Supervising Committee, such committee being empowered to enforce such hereby.

(a) The Architectural Supervising Committee shall have the power and authority, upon the express showing of good cause and lack of interference with aesthetic and environmental values and views of other residents and property owners subject to this agreement and declaration, grant a variance of the above described height restrictions on a lot by lot basis.

(b) A variance obtained from the Architectural Supervising Committee shall forever bind and estoppe all owners, successors, and assigns of any owner of property subject to this Declaration of Protective Covenants, Conditions and Restrictions for Plat "N", Arlington Hills Subdivision, Salt Lake County, Utah, once reasonable detrimental reliance upon such variance as granted by the Architectural Supervising Committee through construction or planning is incurred by any owner of such property.

(c) Due to the natural slope of the ground, the South lots ( lots 6,7,8,9,10 and 11 ) shall be be subject to the following special restrictions:

1- No structure shall exceed, pierce or extend above the horizontal plane containing that point which is 18 feet in height above the center of the lot line on the top back of the curb for that particular lot.

19. Agreement to Arbitrate. All disputes and controversies of every kind and nature arising out of or in connection with the Architectural Supervising Committee, its individual members or the Claude Hawk Corporation, its heirs, successors, assigns or agents shall be decided by arbitration in accordance with the rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the contract or agreement and with the American Arbitration Association and shall be made within a reasonable time after dispute has arisen. In the event a dispute is not resolved within 90 days from the date of demand, or the date arbitration is filed, the decisions of the Architectural Supervising Committee shall prevail without recourse or appeal by the property owner.

20. Enforcement Fee. Each lot owner shall pay \$50.00 per year to establish a trust fund to defray legal costs and

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costs of enforcement of the restrictive covenants, obligations and liabilities under this declaration, such \$50.00 fee to be assessed by the Architectural Supervising Committee each year and in such further amounts as the committee requires, such \$50.00 fee to become a lien on the property and enforceable under Utah Code Section 57-8\_19. Should a greater amount than \$50.00 per year be required in order to enforce the restrictive covenants and uphold the decisions of the Architectural Supervising Committee, then each lot owner will be assessed their pro rata share of any enforcement efforts according to the number of lots in the plat. The "Declarant" Subdivider shall not be required to pay the above mentioned fees.

21. Roofs. All roofs shall be covered with either thick butt cedar shake shingles or tile or such other material as the Architectural Supervising 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.

22. Commencement of Construction. Construction of the dwelling house must be commenced within two 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 90% of the purchase price by such defaulting owner.

23. Surplus Material. Any surplus material resulting from the excavation of a lot or construction of a dwelling house or other outbuilding or improvement shall be removed promptly and if not, nor within five 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. It shall be the responsibility of the Owner of the lot to ensure that concrete trucks are not washed out or dumped in the Arlington Hills Area. Each such violation shall subject the Owner of the lot served by the offending driver of the concrete truck to a \$100. penalty for each violation.

24. 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.

25. Amendment. These provisions may be amended in writing only by the undersigned, its successors or 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.

26. 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.

27. 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.

28. 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.

29. Attorney's Fees and Costs. In the event any claim, demand, arbitration, or lawsuit is made or instituted to enforce, contest, or arbitrate any of the provisions, conditions and restrictions contained in these covenants, the property owner, defaulting owner, or purchaser will pay any and all costs and expenses incurred in such proceeding or arbitration or enforcement action, payment of a reasonable attorney's fee and all arbitration and court costs incurred in such proceedings, enforcement action or collections.

30. 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, State of Utah.

IN WITNESS WHEREOF, these protective covenants, conditions and restrictions are executed by the undersigned at Salt Lake City, Utah, the day, month and year first above written.

CLAUDE HAWK CORPORATION

*Thomas C. Hawk Sec/Treas*

By

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On this 11 day of ~~XXXXX~~ JUNE 1992, appeared before me Thomas C. Hawk and acknowledged to me that he is the secretary/treasurer of the CLAUDE HAWK CORPORATION and that

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he signed the foregoing declaration on authority of a resolution of the Board of Directors of said corporation.

*Wendy DeNita*

Notary Public residing at  
Salt Lake County, Utah

