

BOOK 2054 PAGE 306

1921210

Recorded **MAY 22 1963** at **1400**
Request of **James**
Fee Paid **HAWK, PEAK IMPROVEMENT CO.**
Dec 10, 1963
600 *John W. Hawk* Deputy

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS . . .

ARLINGTON HILLS

SALT LAKE CITY, SALT LAKE COUNTY, UTAH

*Peak Improvement Co
2320 S. Main
Salt Lake City, Utah*

The Undersigned, PEAK IMPROVEMENT COMPANY & HAI F. HAWK, TRUSTEE, being the owners of the lands hereinafter described as Arlington Hills, Salt Lake County, Utah, which is protected by its surroundings and nature from undesirable encroachments, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, does hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

WHEREAS, the undersigned are the legal and beneficial owners of a certain tract of land situated in Salt Lake County, State of Utah, described as Arlington Hills, and more particularly described as follows:

Tract "A" Beginning at a point which is S. $0^{\circ} 16' 22''$ W. 840.00 feet and East 199.26 feet from the Northwest corner of Section 33, T I N., R. I E., S. L. B. & M. running thence East 708.34 feet; thence S. $82^{\circ} 45' 45''$ E. 214.61 feet; thence South 315.60 feet; thence N. $66^{\circ} 52' 00''$ W. 71.77 feet; thence S. $89^{\circ} 58' 03''$ W. 1056.00 feet, to a point in the West line of said Section 33; thence N. $0^{\circ} 16' 22''$ E. along said West line of Section 33, 178.30 feet; thence Northeasterly along the arc of a curve to the right, radius 705.00 feet, bearing S. $10^{\circ} 27' 12''$ E., 128.62 feet; thence East 72.00 feet; thence North 125.00 feet to the point of beginning. Also Tract "B" Beginning at a point which is S. $0^{\circ} 16' 22''$ W. 840.00 feet East 907.60 feet, S. $82^{\circ} 45' 45''$ E. 226.43 feet and S. $75^{\circ} 00' 00''$ E. 66.44 feet from thesaid Northwest corner of Section 33, T. I N., R. I E., S. L. B. & M. running thence S. $75^{\circ} 00' 00''$ E. 501.79 feet; thence East 134.12 feet; thence South 190.00 feet; thence West 65.00 feet; thence South 113.41 feet; thence S. $89^{\circ} 58' 03''$ W. 247.89 feet; thence S. $15^{\circ} 00' 00''$ W. 201.65 feet; thence Southwesterly along a curve to the right, radius 260.00 feet, bearing N. $75^{\circ} 00' 00''$ W., 85.25 feet; thence N. $89^{\circ} 58' 03''$ E. 55.56 feet; thence S. $15^{\circ} 00' 00''$ W. 120.00 feet; thence S. $79^{\circ} 30' 00''$ W. 1100.00 feet; thence S. $45^{\circ} 00' 00''$ W. 116.78 feet; thence South 106.14 feet, to a point in the Northerly boundary line of Wasatch Boulevard; thence N. $75^{\circ} 09' 12''$ W. 83.81 feet; thence N. $0^{\circ} 01' 57''$ W. 107.10 feet; thence Northeasterly along the arc of a curve to the right, radius 208.00 feet, bearing N. $89^{\circ} 58' 03''$ E., 297.80 feet; thence N. $82^{\circ} 00' 00''$ E. 861.43 feet; thence Northeasterly along the arc of a curve to the left, radius 197.00 feet, bearing N. $80^{\circ} 00' 00''$ W., 126.40 feet; thence N. $89^{\circ} 58' 03''$ E. 4.38 feet; thence Northeasterly along the arc of a curve to the left, radius 200.00 feet, bearing N. $43^{\circ} 41' 02''$ W., 109.31 feet; thence N. $15^{\circ} 00' 00''$ E. 185.54 feet; thence N. $66^{\circ} 52' 00''$ W. 265.11 feet; thence North 329.30 feet, to the point of beginning.

WHEREAS, the undersigned are about to sell the property as described heretofore, which they desire to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between them and the several purchasers of said property and between the several purchasers of said property themselves as herein-after set forth:

NOW, THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated 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 and assigns:

Mutual
and

Reciprocal
Benefits,
etc.

1. 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.

Terms of
Restrictions

2. 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.

Pets,
Animals, etc.

3. 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.

Private
Residence;
Moving of
Structures

5. 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 architect.
6. 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.

Rubbish
Control

7. No rubbish shall be stored or allowed to accumulate thereon.

Easements

8. 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, 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.

Resub-
division
of Sites

9. 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 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 Architect 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 placement 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 an approving architect to act as sole arbitrator of the external visual quality of each residence and who will establish grade levels for finish floors.

BOOK 2054 PAGE 309

Individual lot owners prior to construction will be required to submit to the approving architect 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' - 0" 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 approving architect 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 architect to review the drawings.

If the proposed building is not satisfactory to the approving architect 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 approving architect 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 approving architect 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 Architect.

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.

Violation of Restrictions; Penalties

11. 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 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.

Acceptance of Restrictions

12. 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.

Invalidity

13. 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.

Marginal Notes

14. 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 or are they 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.

PEAK IMPROVEMENT COMPANY

By H. S. Culp Jr. Pres.

STATE OF UTAH) ss
COUNTY OF SALT LAKE

On this Twenty-Second day of May, A. D. 1963, personally appeared before me H. S. Culp, to me personally known, who being by me duly sworn did say that he is the President of Peak Improvement Company, a Utah corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said H. S. Culp, Jr., acknowledged said instrument to be the free act and deed of said corporation.

- 5 -

Keith J. H.
Notary Public residing in
Salt Lake City, Utah