

JAN 28 1974

Recorded _____ at 10:11 m.
Request of CLAUDE HAWK CORPORATION - 239
Fee Paid JERADEAN MARTIN VIRGINIA
Recorder, Salt Lake County, Utah
\$6.00 By [Signature] Deputy
Ref. _____

2595941

DECLARATION OF PROTECTIVE COVENANTS FOR
PLAT D, ARLINGTON HILLS SUBDIVISION
SALT LAKE COUNTY
RECORDED:
INSTRUMENT NO:
BOOK: PAGE:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as Plat D, ARLINGTON HILLS SUBDIVISION and more particularly described as follows:

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

WHEREAS, the undersigned is about to sell the property as described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between Claude Hawk Corporation and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth;

NOW, THEREFORE, the undersigned declares 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 Claude Hawk Corporation and its heirs, successors and assigns, and the several owners and purchasers of said property and their heirs, successors and assigns and between all of them.

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 a 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 last day of March 1994, upon which date same shall be automatically continued for successive periods of ten years each unless it is agreed by the vote of then record owners of a majority of the property to terminate and do away with same; provided, however, that any time after March 31, 1994, 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.
3. Pets, Animals, Etc. No animals other than a reasonable and usual number of household pets shall be kept on any of said lots.

BOOK 3503 PAGE 466

4. 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, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

5. 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 abuilding or structure thereon.

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

7. Set Backs. No dwelling house or other structure shall be constructed or situated on any of said lots created, 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 of Sites. None of said lots may be re-subdivided 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 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 at any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in said tract 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 grantee 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 grantee's title to be forfeited. The grantee 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 in order to compel and obtain a decree for specific performance by the grantee of his or her 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 for each square foot or area owned by him 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. An Architectural Supervising Committee consisting of three members 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 those who are owners (either under contract of purchase or in fee) of lots in said tract, of some person or persons 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 and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof.

12. Improvements. (A) Type of Structures: No building other than one single family dwelling house and appropriate out-buildings 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 out-buildings.

(B) Before the Architectural Supervising Committee may approve any plan for construction work of any kind on the premises, the lot owner or purchaser must submit to said Architectural Supervising 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 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-buildings, school, church, tennis court, swimming pool, wall, fence, or other improvements shall be constructed upon any of the said lots, neither shall protuberances from the roof other than chimneys of reasonable height or amateur communications antennas ("ham") radio antennas be constructed on any of said lots or buildings without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. 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 Architectural Supervising 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.

(D) Landscaping: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.

(E) 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 one year.

13. Violation of Restrictions: Penalties. Violations 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. Violation of any of the restrictions, conditions, covenants, or agreements herein contained by any of the purchasers of said property or their heirs or assigns, shall give the right to any other purchaser or purchasers, their heirs or assigns, of any property in Arlington Hills Subdivision Plat "D" in those areas in said subdivision on which a Declaration of Protective Covenants, Agreements, Restrictions and Conditions affecting the real property has been recorded in the office of the Salt Lake County Recorder; to prosecute any proceedings at law or equity against such purchasers violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Should any suit be instituted, the grantee agrees to pay reasonable attorney's fees and court costs for the Plaintiff's attorneys as may be fixed by the Court.

14. Minimum Building Costs. The undersigned reserves the right for Claude Hawk Corporation, its successors and assigns to set a minimum figure for the cost of square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property. This cost or minimum square foot floor area may also be set from time to time by the Architectural Supervising Committee.

15. Parking of Vehicles. No vehicle, boat or camper shall be parked for an extended period of time in front of any residence or vacant lot. It is the intent of this paragraph to require vehicles, boats and campers to be parked in garages or car ports.

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 and maintenance and operation herein 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 the recorded plan 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 the recorded plat. No structure of any kind shall be erected over any of such easements, except upon written permission of undersigned, its successors or assigns.

17. Signs. That no sign shall be placed or maintained upon said premises larger than six (6) inches in height by fifteen (15) inches long.

18. 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, whereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth therein.

19. 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.

20. 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 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.

21. Should any suit be instituted to enforce the hereinbefore contained restrictions, covenants or conditions, the grantee agrees to pay court costs and reasonable attorney's fees for the Plaintiff's attorney as may be fixed by the Court.

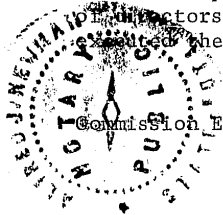
This Declaration of Protective Covenants executed this 12th day of June, 1972.

CLAUDE HAWK CORPORATION

BY H. F. Hawk
President

STATE OF UTAH)
COUNTY OF, Salt Lake) ss.

On the 22nd day of January, 1974, personally appeared before me H. F. Hawk, who being by me duly sworn, did say that he is the President of CLAUDE HAWK CORPORATION, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said H. F. HAWK, acknowledged to me that said corporation executed the same.



H. F. Hawk
Notary public
Residing at: Bountiful, Utah

BOOK 3503 PAGE 470