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DEC 01 2011

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BK 5409 PG 59

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Protective Covenants for Arlington Estates

12-673-0001 thru 0016 AMENDED

E 2630135 B 5409 P 59-63
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/01/2011 11:16 AM
FEE INCLUSIVE Pgs: 5
DEP RT REC'D FOR ARLINGTON ESTATES

THE PROTECTIVE COVENANTS OF ARLINGTON ESTATES LOTS #1-#16
SYRACUSE CITY
DAVIS COUNTY
UTAH
DATED JANUARY 29, 2007
AMENDED NOVEMBER 30, 2011

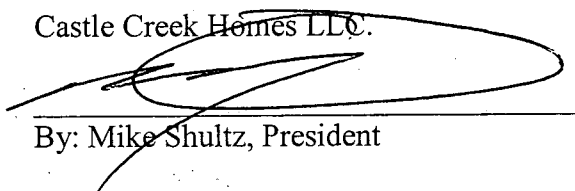
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1. All lots in the tract shall be know and described as residential lots for a detached single family dwelling not to exceed two stories in height and a private 2 or more car garage.
2. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials. Harmony of external design with existing homes as to the location with respect to topography finish elevation and architectural design. Lot owner or builder is solely responsible to assure proper final grade grading and drainage of each lot.
3. The Architectural Committee, initially is composed of Craythorne Const. Co. Inc. A majority of the committee may designate a representative to act for the committee. The members shall have full authority to designate their successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, other than a plan check fee. A two-thirds majority of the then recorded owners shall have the power to change the membership of the committee.
4. All plans and specifications must be approved by the committee prior to starting construction. One complete set of plans must be submitted to the committee.
5. All dwelling setback and side yards must comply with Syracuse Cities ordnances.
6. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of the open porches and garages, of less than 1,800 square feet for one story dwelling, nor less than 2,200 square feet for a dwelling of more than one story. On multiple level dwellings, a total of 2,200 square feet must be finished on levels with window sills above grade. No Bi-levels of any kind.
7. All dwellings will have combinations of brick, stone or stucco on front, with the minimum of 60% brick or stone on all sides. Sides of the dwelling will have a combination of brick, stone or stucco, with no less than 48 inches from foundation of either brick or rock. No Vinyl Siding. Must also comply with Syracuse City's residential construction standards.
8. No modular or move-on dwellings will be accepted on any lot. All dwellings shall have a minimum roof pitch of 8/12. This amendment is to clarify that covered patios on the back of the home are not considered part of the dwelling and shall be allowed to have a roof pitch less than a 8/12 pitch.

9. All accessory building must have a brick or rock on the front, and a minimum of 48 inches of brick on the sides. Stucco is acceptable on the balance of the building but no vinyl siding of any kind. Must also have minimum roof pitch of 8/12
10. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side of lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours. All RV storage to side or rear of homes.
11. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
12. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers.
13. All fencing to be vinyl or masonry material. No chain link fencing. Other fencing to be approved by architectural control committee.
14. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards must be planted in lawn or other acceptable landscaping so that not to be an eyesore.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the time of recording of these covenants. After which time said covenants shall be automatically extended for successive periods of 10 years unless the instrument signed be a majority of the then owners of the lots has been recorded changing said covenants in whole or in part. Enforcement shall be by persons violating or attempting to violate any covenants either to restrain 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. Enforcement shall be by homeowners who have purchased lots in said subdivision and built a home on them. The developer and/or architectural committee accept no responsibility for enforcement and shall have no liability for person violating these covenants. The successful party to any litigation based upon or resulting from these covenants shall be entitled to reasonable attorney's fees and costs for the enforcement of these covenants.

Lots 11, 12
Property Owner

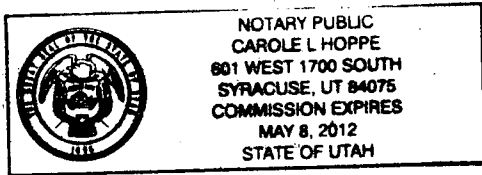
Castle Creek Homes LLC.

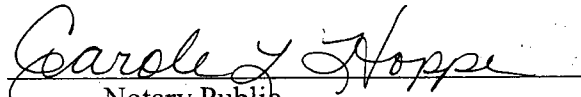

By: Mike Shultz, President

11/30/11
Date

State of Utah:
County of Davis SS:

On the 30 day of Nov., 2011 personally appeared before me, Mike Shultz, who being by me duly sworn, did say, for himself, that he is the President of Castle Creek Homes LLC., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By-Laws or by a resolution of its board of directors and the said Mike Shultz, acknowledged to me that the said corporation executed the same.




Notary Public

List of property owners of the Arlington Estates Subdivision in Syracuse Utah as of November 29th 2011.

I hereby agree to the above amended covenants and agree to the changes on item 8:

Lots 2, 4, 5, 8, 9, 14, 15, and 16
Property Owner

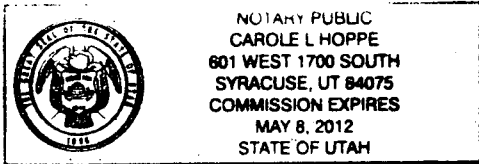
Craythorne Development Inc.

Erik Craythorne
By: Erik Craythorne, President

11/30/2011
Date

State of Utah:
County of Davis SS:

On the 30 day of Nov., 2011 personally appeared before me, Erik Craythorne, who being by me duly sworn, did say, for himself, that he is the President of Craythorne Development Inc., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By-Laws or by a resolution of its board of directors and the said Erik Craythorne, acknowledged to me that the said corporation executed the same.



Carole L Hoppe
Notary Public

Lot 1
Property Owners

Chai E. Sierra
Chai E. Sierra

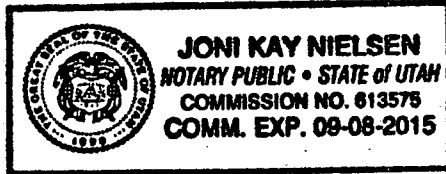
11/30/2011
Date

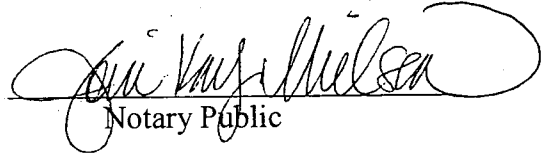
Stephanie A. Sierra
Stephanie A. Sierra

11/30/2011
Date

State of Utah:
County of Davis SS:

On the 30 day of November, 2011 personally appeared before me, Chai E. Sierra and Stephanie A. Sierra, the signers of the foregoing instrument who acknowledged to me that they executed the same.




Notary Public