

4107423

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

1985  
REBECCA GRAY

JUN 9 4 26 PM '85

SALT LAKE COUNTY

Recorded \_\_\_\_\_  
Entry No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_

THIS DECLARATION is made this 25<sup>th</sup> day of June, 1985, by Claude Hawk Corporation and Donald A. and Majorie W. Mackey, the owners and developers of a tract of real property situated in Salt Lake City, Salt Lake County, State of Utah, particularly described as follows:

All of Plat L, Arlington Hills Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, excluding therefrom lots 11 and 12 which are conveyed to Salt Lake City Corporation clear and free of these covenants, conditions, and restrictions.

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, excluding said lots 11 and 12, 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 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; provided, however, that the protective covenants, conditions and restrictions set forth in paragraphs 3, 7, 8, 9, 12, 18 and 19 below shall not apply to lot 3 of the property. In the event that lot 3 is re-subdivided pursuant to paragraph 8 below, however, then the additional lot or lots created by such re-subdivision shall be subject to all of the protective covenants, conditions and restrictions of the declaration, except for those set forth in paragraphs 7 and 12(D). Hereinafter, any and all references to any or all lots or lot owners shall, by definition, exclude said lots 11 and 12 which are not residential building lots.

2. Duration. These protective covenants, conditions

BOOK 5669 PAGE 1321

and restrictions shall continue in full force and effect and be binding until the last day of June, 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 June 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 on to 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 Quarring. No mining, drilling, quarrying, tunneling, excavating or drilling for any substances upon or within the earth, including oil, gas, minerals, gravel, sand, rock and earth, but excepting drilling for water, shall be permitted on any lot. No excavation shall be made on any lot 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, allowed to accumulate or buried on any lot.

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 curb line of said street.

8. Resubdivision. No lot may be re-subdivided except that the undersigned, its successors or assign, 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. Should two or more contiguous lots be acquired by the same grantee, other than lots 6 and 7, 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.

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 (the "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 or that the plans or the improvements as built will be in compliance with building codes and other governmental regulations 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, nor 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, of which such notice may be provided to the owners of all other lots in the subdivision on the same date that the plans are submitted to the Committee for approval.

(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 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 give the right to any other owner or purchaser, their heirs or assigns, to bring legal action against such owner or purchaser violating or attempting to violate any such provision in order 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, or, where applicable, to the Salt Lake City Corporation, 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 or the public, 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.

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 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 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. Paragraph Captions. The paragraph captions 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. Relationship To City Ordinances. The provisions contained in these covenants, conditions, and restrictions are in addition to and shall not conflict with the effective ordinances of Salt Lake City, Salt Lake County, State of Utah. Where ordinances are more restrictive, they shall supercede the provisions contained herein. The above requirements of obtaining approval from the Committee shall in no way relieve lot owners from complying with local ordinances and obtaining necessary permits.

28. Height Limitation on Lots 6, 7, 8, 9 and 10. No dwelling house or other structure shall be constructed or situated on lot 6 with a height which shall exceed 25 feet or on lots 7, 8, 9 and 10 with a height which shall exceed 23 feet, such height



limitation on each lot to be measured from a point on the top of the cement curb (located close to the North boundary of such lot) located mid-way between the northwest corner and northeast corner of such lot, to the highest point of the proposed dwelling.

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

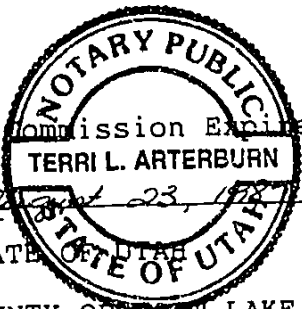
By *Hal F. Hawk*  
Hal F. Hawk, President

*Donald A. Mackey*  
Donald A. Mackey

*Marjorie W. Mackey*  
Marjorie W. Mackey

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of June, 1985, personally appeared before me Hal F. Hawk, who being by me first duly sworn, did say that he is the President of the Claude Hawk Corporation and that the foregoing instrument was signed in behalf of said company by authority of a resolution of the Board of Directors, and said Hal F. Hawk duly acknowledged to me that said company executed the same.



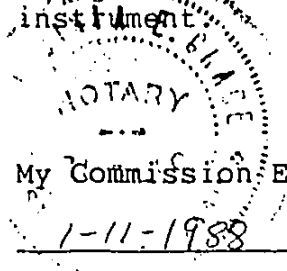
*Terri L. Arterburn*  
Notary Public  
Residing at *Magna, Utah*

My Commission Expires:  
TERRI L. ARTERBURN  
23, 1985  
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 25<sup>th</sup> day of June, 1985, personally appeared before me Donald A. Mackey and Marjorie W. Mackey, husband and wife, who

BOOK 5669 PAGE 1329

being first duly sworn did say that they executed the foregoing instrument



Virginia E. Grace  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:  
1-11-1988