

DECLARATION OF PROTECTIVE COVENANTS FOR PLAT D, ARLINGTON HILLS
SUBDIVISION, SALT LAKE COUNTY

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 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 own the property as described heretofore, which they desire to subject to certain restrictions, conditions, covenants and agreements as hereinafter set forth;

NOW, THEREFORE, the undersigned declare that the property described heretofore is held and, even if sold, conveyed, leased, occupied, resided upon, hypothecated, shall be held subject to the following restrictions, conditions, covenants and agreements between 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 servitude 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 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 September 2002, upon which date same shall be automatically continued for successive periods of ten years each unless it is agreed by the vote of a two-thirds majority of the then record property owners to terminate and do away with same; provided, however, that at any time these restrictions, conditions, covenants and agreements may be altered or modified by the vote of a two-thirds majority of the then record property owners.

3. Pets, Animals, Etc. No animals other than a reasonable and usual number of household pets, in accordance with City Ordinance, shall be kept on any of said lots.

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 one year from the date the building was started unless approved by the Architectural Supervising Committee hereinafter referred to.

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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 a building or structure thereon.

6. Rubbish Control. No rubbish shall be stored or allowed to accumulate on said property.

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 hereinafter referred to and in conformity with any additional "set back" lines which may be fixed by the R-1/F-1 City Ordinance. 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. Re-Subdivision of Sites. None of said lots may be re-subdivided except to increase the size of adjoining lots; or where one or more of said lots is of such size and character that it may be divided into two or more lots each of which will 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, but in no event shall any lots be so divided as to create a parcel having 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 as one entire lot for the purpose of these restrictions.

9. Fences, Walls, and Trees. No fence, wall or hedge shall be erected except in compliance with City Code. The Architectural Supervising Committee, hereinafter referred, to shall 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 property owner agrees to abide by any order of said Committee directing him/her 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 preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the property owner's title to be forfeited. The property 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 in order to compel and obtain a decree for specific performance by the property owner 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 property owned by him/her and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such property 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 at least three, but not more than five, elected members, all of whom must be property owners in Plat D, Arlington Hills Subdivision. Members will be elected for a term of two years and will serve without pay. Vacancies will be filled by election. 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 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 a majority of its members and any authorization, approval or power made by the Committee must be in writing signed by a majority of the members thereof.

12. Construction/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.

(B) Prior to Construction. Before the Architectural Supervising Committee may approve any plan for construction work of any kind on the premises, the property owner or purchaser must submit to said 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.

(C) Approval of Plans. No structures, either residence, out-buildings, school, church, tennis court, swimming pool, wall, fence, or other improvements shall be constructed on 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 Committee for its 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 Committee may require. If no action is taken by the Architectural Supervising Committee within 15 days from the date of the submission of plans, construction may begin as long as ten days have elapsed since written notice (including aforementioned plans) has been given to all property owners in the Plat and none of the property owners has filed a complaint.

(D) Landscaping. No landscaping shall be begun on said property nor shall planting of trees take place until the plans and specifications therefore have first been approved in writing by the Architectural Supervising Committee. Landscaping must be commenced within four months of occupancy, and, within six months after occupancy, shall be completed to the point that the large open areas on each lot are covered by grass or a suitable ground cover. No noxious weeds shall be permitted.

(E) Diligence in Building. When the construction of any residence or other structure is once begun, work thereon must be pursued diligently and it must be completed within one year.

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13. Violation of Restrictions/Penalties. Violations of any of the restrictions, conditions, covenants or agreements herein contained shall give the Architectural Supervising Committee or its assigns the right to enter upon the property on which said violation or breach exists and to summarily abate and remove, at the expense of the property 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, to prosecute any proceedings at law or equity against such purchasers violating or attempting to violate any such covenant and either to prevent him/her from so doing or to recover damages or other dues for such violation.

14. Minimum Building Requirement. Each dwelling house constructed on any lot shall contain a minimum of 2,000 square feet on the main floor, not including any garage.

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 vehicles (other than automobiles), including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, and/or boats, shall be permitted to stand on any lot in said subdivision for more than five continuous days unless the same are housed within the confines of a structure which completely covers and conceals such vehicles. Furthermore, no resident's vehicle shall be permitted to stand on the street overnight unless this requirement is waived by the Architectural Supervising Committee with respect to specific vehicle(s). Also, no vehicle which is unlicensed, wrecked, stripped down, or unusable, shall be permitted on any lot or street.

16. Easements. Those easements identified under the Plat plan and in accordance with the City Ordinances will be enforced by the Architectural Supervising Committee.

17. Signs. The name and address of the resident may be put on a mailbox. No signs, billboards, or advertising structures shall be displayed on any of the lots, except as follows: house numbers; a sign displaying the name and profession of a person may be displayed at a dwelling house (up to 36 square inches); a sign advertising that lot or dwelling house is for sale or lease (up to 24 inches by 36 inches); election/campaign signs (per City Code, to be removed immediately after said campaign is over). No sign shall be illuminated except for house numbers.

18. Acceptance of Restrictions. All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots in Plat D, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements herein set forth.

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19. Invalidity. It is expressly agreed that in the event any restriction, condition, covenant or agreement, or any portion thereof, hereinbefore contained is held invalid, or void, such invalidity or voidness shall in no way affect any valid restriction, condition, covenant or agreement.

20. Attorneys' 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 property owner or purchaser agrees to pay all costs and expenses of enforcing the same and/or collecting any penalties or damages, including the payment of a reasonable attorney's fee and all court costs.

21. Zoning Ordinances. The provisions contained herein are in addition to, and shall not conflict with, the Zoning Ordinances in effect for Salt Lake City, Salt Lake County, State of Utah.

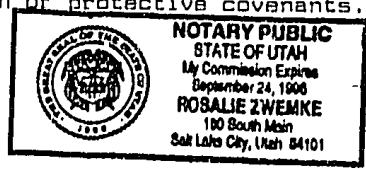
The original Declaration of Protective Covenants was executed on the 12th day of June, 1972 and amended the 28 day of September, 1992.

The undersigned Arlington Hills Plat D property owners approve the covenants as amended (see attached).

STATE OF UTAH, COUNTY OF SALT LAKE

On the 28 day of September, 1992, appeared before me

Richard A. Dunlop, who being duly sworn did say that he/she is a resident and property owner of Plat D, Arlington Hills Subdivision, and that the attached are signatures of property owners of said Plat, and that he/she has been authorized to file this amended declaration of protective covenants.



Rosalie Zwenke
Notary public

ARLINGTON HILLS PLAT D

We, the undersigned, approve the covenants as amended.

LOT #	NAME	SIGNATURE
1	Douglas W. Owens	<i>Douglas W. Owens</i>
	Marlene W. Owens	<i>Marlene W. Owens</i>
2	Bernard I. Grosser	<i>Bernard I. Grosser</i>
3	Don E. Slagowski	<i>Don E. Slagowski</i>
	Betty J. Slagowski	<i>Betty J. Slagowski</i>
4	Ronald A. Borg	<i>Ronald A. Borg</i>
	Karen S. Borg	<i>Karen S. Borg</i>
5	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
6 & 7	Roger F. Suchyta	<i>Roger F. Suchyta</i>
	Patricia J. Suchyta	<i>Patricia J. Suchyta</i>
8 & 9	James A. Marchand	<i>James A. Marchand</i>
	Eileen D. Marchand	<i>Eileen D. Marchand</i>
10	Ted L. Wilson	<i>Ted L. Wilson</i>
	Kathryn C. Wilson	<i>Kathryn C. Wilson</i>
11	Richard G. Dunlop	<i>Richard G. Dunlop</i>
	Kathleen S. Dunlop	<i>Kathleen S. Dunlop</i>
12	John R. Michael	<i>John R. Michael</i>
	Clara T. Michael	<i>Clara T. Michael</i>
13	Sheri F. Taylor	<i>Sheri F. Taylor</i>
14	Ross E. Kendell	<i>Ross E. Kendell</i>
	Launa R. Kendell	<i>Launa R. Kendell</i>
15	Larry W. Holmstrom	<i>Larry W. Holmstrom</i>
	Charlene P. Holmstrom	<i>Charlene P. Holmstrom</i>

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16 Laurence A. Fitzgerald
 Lynne S. Bekeart

17 Earl A. Wight
 Bette A. Wight

18 Charles D. Ebert
 Dana L. Ebert

19 Roger I. Fleiss
 Joan M. Fleiss

20 Oster-Lynam
 Carolyn B.
 George E.

21 Dale L. Lessing
 Theresia L. Lessing

22 Jay T. Ball
 Martha H. Ball

23 Elizabeth E. Rose

5 Melvin D. Maddox
 Catherine B. Maddox

Laurence A. Fitzgerald
Lynne S. Bekeart

Charles D. Ebert
Dana L. Ebert

Roger I. Fleiss
Joan M. Fleiss

Carolyn B. Oster-Lynam
George E. Oster-Lynam

Dale L. Lessing
Theresia L. Lessing
Jay T. Ball
Martha H. Ball

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 28 SEPTEMBER 92 04:11 PM
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 RICHARD G DUNLOP
 609 N PERRYS HOLLOW RD SLC, UT 84103
 REC BY: DIANE KILPACK , DEPUTY