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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GLACIO PARK H O A
C/ O CLAY BLAIR
5909 HARTWAY
MISSION KS
BY: ZJM, DEPUTY - WI 21 P.

DECLARATION OF RESTRICTIVE COVENANTS

GLACIO-CCB JOINT VENTURE

**DECLARATION OF RESTRICTIVE
COVENANTS, AGREEMENTS, AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS GLACIO PARK
No. 3 SUBDIVISION**

TO WHOM IT MAY CONCERN:

WHEREAS, GLACIO-CCB JOINT VENTURE (the "Developer") is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

GLACIO PARK No. 3 (the "Subdivision"), according to the official plat thereof as recorded in the office of the County Recorder of said county.

WHEREAS, GLACIO-CCB JOINT VENTURE is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

WHEREAS, Salt Lake County is a political subdivision of the State of Utah charged with the responsibility of enforcing all laws and regulations against water pollution as well as stream maintenance for flood control purposes within the flood control easement:

NOW, THEREFORE, GLACIO-CCB JOINT VENTURE 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 itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns.

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 the 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 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 and the citizens of Salt Lake County.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS: All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereof for a period from the date hereof to January 1, 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with the office of the Salt Lake County Recorder. Provided, however any amendment or release regarding

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paragraph three shall require a unanimous vote. Notwithstanding the above-described provision for releasing restrictions from the property, the covenants and restrictions contained herein respecting environmental controls and identified as paragraph 4 of these covenants and restrictions shall not be amended or released at any time.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height and a private garage for not less than two (2) nor more than four (4) vehicles. Notwithstanding the foregoing, the height of any building, structure or appurtenance thereto shall not be higher than thirty-five (35) feet above the mean elevation of that portion of the lot bounded by the foundation line. The Architectural and Structural Control Committee shall have power to further limit the number of stories and the height of structures as to all lots in its sole and exclusive discretion. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 2,500 square feet for a single level residence, and 1,800 square feet for the main floor of a multi-level residence and a minimum of 700 square feet for all other levels of such multi-level residence. Garages shall be required rather than carports. All construction shall be of new materials except for approved "used brick". Such accessory buildings as are approved by the Architectural Control Committee may also be permitted.

4. ENVIRONMENTAL REGULATIONS: Glacio Park No. 3 Subdivision is located in an environmentally sensitive area. Little Cottonwood Creek, which runs through this Subdivision, has been designated a non-degradation stream by the State of Utah and Salt Lake County. As a result of such designation the following restrictions with respect to environmental controls shall apply:

A. Animals. No domestic, farm or other animals of any kind shall be permitted within the subdivision in compliance with Salt Lake County Ordinance 8.16.14 (see also Paragraph 9(B)).

B. Easements for Stream, Flood Control and Buffer Area. Any lot which backs Little Cottonwood Creek (hereinafter the "Creek") shall be deemed to have a rear yard property line located at the center point of the Creek. Commencing from the rear yard property line and extending toward the front yard property line of all lots backing the Creek, the following easements exist (all of which are identified and shown on the Subdivision Plat for Glacio Park No. 3):

- 1) Twenty Foot (20') stream easement;
- 2) Forty Foot (40') flood control easement.

3) Fifty Foot (50') open space, "buffer area" easement which shall extend from the center line of the Creek to the high center-line of the Berm (as described hereinafter). Within said buffer area, no structure of any kind shall be permitted and no environmentally destructive activities shall take place. The following are specifically prohibited: fertilizing, trimming of bushes or shrubs, discharge of any substances and fencing of any kind. It is the intent of this provision to maintain a natural state in the buffer area. With respect to lots backing on the Creek, the rear yard set back shall be Twenty Five Feet (25') from the center line of the Berm.

C. Berm. A Berm line shall be located by Glacio-CCB Joint Venture for all lots backing upon the Creek. Said Berm line shall run parallel to the Creek Fifty Feet (50') from the rear yard lot line. Grading permits are required before excavation or earth moving on the site. The grading permit application shall show the approved Berm line and height. Each owner shall cause his excavation contractor to establish a Berm on the Berm line and thereafter the owner shall cause same to be maintained on his lot in accordance with the

requirements of the Salt Lake County Water Quality and Pollution Control Division. No debris, construction or encroachment of any kind shall be permitted on the Creek-side of the Berm. No vegetation may be removed from the Berm or Buffer during or after construction except as required by the Fire Marshal for prevention of fire hazards.

D. Portable Field Sanitation Units. ("Units"). During the period of any construction on a lot, the owner thereof shall maintain one (1) Unit upon the lot in accordance with plans and specifications set forth by the Salt Lake County Health and Environmental Sanitation and Safety Agency. Provided, however, upon written consent of the undersigned, the owners of immediately adjacent lots may maintain one (1) Unit for every 100 lineal feet of roadway, less the number of Units maintained by owners pursuant to this article. After completion of off-site improvements, the undersigned shall have no further obligation to furnish any Units.

E. Construction and Excavation Debris. All lot owners shall properly maintain their lots during the construction period so as to insure that no "spoils" from construction or any other debris are permitted to locate on any adjoining lot, in any public right of way, or in the buffer area. Lot owners shall take whatever action is necessary to prevent spoils from locating beyond the center-line of the Berm. Lot owners agree that the undersigned or the Architectural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property or in the buffer area as a result of activities of a lot owner, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owner's property to secure the repayment of all sums expended by said Committee or the undersigned in cleaning up and removing said "spoils" and debris from adjoining public, private property, or buffer area if same is not voluntarily cleaned up and removed by owner within 24 hours of written notice from the undersigned or said Committee identifying the required clean up and removal work.

5. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place to the property without written approval of the Committee.

6. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within sixteen (16) months. No building shall remain incomplete for any reason for a period in excess of sixteen (16) months from the date that site excavation commenced.

7. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of the Salt Lake County Zoning Ordinance relating to Zone R-1-15, or as the same may be hereinafter amended, unless otherwise modified or restricted by these covenants herein.

8. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

9. NUISANCES AND RELATED MATTERS.

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or potential pollution source to Little Cottonwood Creek.

B. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, livestock, or common household pets, and none of the foregoing shall be kept, maintained or permitted at any

place within the limits of said subdivision. No animals of any kind will be allowed within the subdivision in compliance with Salt Lake County Ordinance 8.16.140.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. Signs. Except for signs displayed by the declarant during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. Transmitting and Receiving Equipment. All television and radio antennas, satellite dishes, citizens band, or other electronic reception devices shall be completely erected, constructed and placed within the enclosed area of the residence or garage on the lot. None will be allowed upon any roof or shall be visible from the front or side of the structure, unless they are properly located and screened so as to not be visible from the street or any adjacent lot. Exceptions must first be expressly approved in writing by the Architectural control committee.

H. Air Conditioning. No swamp coolers will be permitted. Air conditioning shall be provided only by a central air conditioning system.

10. 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 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 the subdivision plat. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, its successors or assigns.

11. 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 Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in the recorded subdivision plat, 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. Technical terms such as "set back" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Salt Lake County Zoning Ordinance, Salt Lake County Subdivision Ordinance or Salt Lake County Uniform Building Code.

12. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two and thirteen hereof, each lot owner of record other than the Developer shall be entitled to one vote for each lot owned by him, provided, however, where there is more than one record owner of a lot, all

of such owners must act unanimously in order to cast a vote for that lot. As long as the Developer owns lots in the Subdivision, the Developer shall be entitled to thirteen (13) votes for each lot owned by the Developer. The action resulting from such vote of lot owners is to be evidenced by a written instrument signed and acknowledged by such owners. Any vote resulting in the amendment or repeal of the Declaration shall be recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

13. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee (hereinafter the "Committee"), consisting of three (3) members is hereby created. Committee members will elect a Chairman. The undersigned may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 90% of the lots in the subdivision have been sold, (either deeded or sold under contract of sale) thereafter, upon designation of 85% of those who are owners (either by contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to 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 the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, 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 which are set forth in this Declaration except as herein specifically provided. The Committee may act by the vote of any three (3) of its members. Any authorization, approval or power made by the Committee must be in writing and signed by the Chairman of the Committee.

14. ARCHITECTURAL CONTROL COMMITTEE MEMBERS: The Committee members shall be composed of:

Clay Blair
5909 Martway, Suite 200
Mission, KS 66202

Ed Gallacher
307 West 200 South, Suite 5001
Salt Lake City, UT 84101

Richard Gallacher
9183 South Falcon Way
Sandy, UT 84093

15. ARCHITECTURAL AND STRUCTURAL CONTROL:

A. Approval Required. No building or structure, including a tennis court or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, design, color and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved.

B. Structural Guidelines. Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces.

C. **Architectural Guidelines.** The following architectural guidelines shall apply to all lots in Glacio Park No. 3 Subdivision affected hereby:

1) **Harmony in building:** The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, composition shingles, tile roofs, or approved metals in natural colors.

2) **Landscaping:** No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Committee. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if the house is ready for occupancy after October 15) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within nine months of the date the house is approved for occupancy. No landscaping plan will be approved unless the owner of said residential lot installs an underground automated sprinkling system. Said system shall extend to the grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot. See Paragraph 17.

3) **Color harmony:** Exterior colors must be approved by the Architectural Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces.

4) **Retaining walls:** All retaining walls must be approved by the Committee. The Committee will not be required to approve the use of unfaced concrete retaining walls. The Committee will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purpose. See paragraph 15B, Structural Guidelines.

5) **Site Plan:** The direction which homes on corner lots shall face must be approved by the Committee. Lot owners must determine the depth and location of the sewer from the Cottonwood Sanitation District prior to designing their exterior house elevations or excavating and beginning construction.

6) **Garages:** All garages shall be side or rear entry unless the size, topography or physical features of the site make such entry impractical. Front-entry garages and other exceptions to this provision must be specifically approved by the Committee.

7) **Fences:** Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height of fences shall be in conformity with Salt Lake County ordinances. Under no circumstances will any "chain link", "precast concrete", "plastic", "PVC" or "vinyl" fencing of any type, brand or make be allowed to be constructed on any property within the described Glacio Park No. 3 Subdivision.

8) **Exterior lighting:** Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house numbers shall be encouraged to insure night time visibility.

9) **Scale lot layout:** No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter inch scale.

10) **Samples:** Prior to the approval of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions. In addition, samples must be provided accurately reflecting the color scheme to be used on the improvements.

11) **Construction plans and drawings:** Prior to obtaining approval from the Committee, a set of final "to be constructed" plan and drawings must be submitted to the Committee. The Committee will not permit any redlining or oral modification of said final "to be constructed" plans or drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. In addition, no plans shall be approved by the Committee until after the footing and foundation plans and all structural elements have been approved in writing by a licensed structural engineer. All such plans and drawings will be deemed to be approved at such time as they have been approved by the Committee and signed by the Chairman of the Committee.

12) **Prohibition against soil erosion and runoff:** It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm draining system. All construction shall comply with the provisions of Chapter 70 of the Uniform Building Code. Lot owners shall cause all construction to take place in a good and workman-like fashion so as not to impair the Berm line, the natural stream buffer zone, or the natural drainage.

D. Building Permit Procedure. No lot owner will be eligible to obtain a building permit from Salt Lake County until such time as he has submitted to the Committee:

1) Construction plans and drawings as provided for herein, as well as Design for impervious runoff which is adequate, in the sole opinion of the Committee, to control drainage from the lot.

2) A refundable deposit in the sum of Five Hundred Dollars (\$500.00), (herein the "Deposit").

At such time as the Committee has approved the plans and drawings, as well as the Design for impervious runoff, the Committee will so indicate its approval in writing to the Salt Lake County Water Quality and Pollution Control Division which must also review and approve the Design for impervious runoff. Upon approving said Design for impervious runoff, the Salt Lake County Water Quality and Pollution Control Division will notify the Undersigned and the Salt Lake County Building Department. The Undersigned will then notify the lot owner in writing of his authorization to apply for a building permit.

The deposit will be refunded to the lot owner in full upon completion of construction in accordance with the plans and drawings and upon completion of Landscaping in accordance with the requirements set forth herein and upon compliance with all other provisions of this declaration applicable to the lot.

16. ARCHITECTURAL PROCEDURE: The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of county ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the building or with architectural soundness thereof and the Committee shall have no responsibility for a determination of such adequacy or soundness.

17. ADDITIONAL COVENANTS:

A. Grass. Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

B. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

C. Enforcement. The lot owners hereby agree that the Committee and/or Salt Lake County may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the County/Committee's attorney as such fees may be fixed by the court.

18. VIOLATIONS OF RESTRICTIONS; PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the Committee, the undersigned, their 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.

19. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

20. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

21. RESERVATION OF EASEMENT: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have granted an easement to the undersigned so as to permit the Developer to develop each and every part or parcel of adjoining property owned or held by him.

22. ARCHITECT-BUILDER-ENGINEER ACKNOWLEDGMENT: All purchasers of property described above hereby agree to cause any architect, designer, builder or engineer whom purchaser desires to employ or enter into any contract with regarding the design or construction of a residence on the property to execute an Architect-Builder-Engineer Acknowledgment of Receipt of these Restrictive Covenants prior to commencement of any work on the property on behalf of

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purchaser. Purchaser further agrees to present a copy of all such fully executed Architect-Builder-Engineer Acknowledgments to the undersigned prior to filing of an application for a building permit.

23. EXTENSION OF THE SUBDIVISION: The Developer shall have, and expressly reserves the right, from time to time, to add to the existing Subdivision and to bring within the scheme of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; except that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration which are applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in good faith. This Declaration of Restrictive Covenants, Agreements and Conditions affecting the Real Property known as Glacio Park No. 3 Subdivision is an extension of that certain Declaration of Restrictive Covenant, Agreements and Conditions affecting the Real Property known as Glacio Park No. 2 Subdivision. This Declaration of Restrictive Covenants, Agreements and Conditions Affecting the Real Property known as Glacio Park No. 3 Subdivision is made pursuant to Paragraph 23 of the aforesaid Declaration of Restrictive Covenants, Agreements and Conditions affecting the Real Property known as Glacio Park No. 2 Subdivision which was recorded in the Office of the Salt Lake County Recorder on October 11, 1995, as Entry No. 6187644, in Book 7247 at Pages 409 through 418.

24. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first written above.

GLACIO-CCB JOINT VENTURE

By: Clay C. Blair III
Clay C. Blair, Managing Member 2/15/01
CCB Properties, L.C.

By: Edwin T. Gallacher 3-12-01
Edwin T. Gallacher, Operations Member
Glacio Park Development, L.C.

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ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 16 day of February, 2001, before me appeared Clay C. Blair, to me personally known, who, being by me duly sworn, acknowledged he is the Managing Member of CCB Properties, L.C., and that said instrument was signed on behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company and of Glacio-CCB Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Chrisanne M. Dolding
Notary Public

My Commission Expires:



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

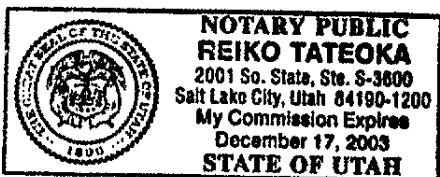
On this 3 day of March, 2001, before me appeared Edwin T. Gallacher, to me personally known, who, being by me duly sworn, acknowledged he is the Operations Member of Glacio Park Development, L.C., and that said instrument was signed on behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company and of Glacio-CCB Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Reiko Tateoka
Notary Public

My Commission Expires:

12-17-03



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**GLACIO PARK No. 3
HOMEOWNERS ASSOCIATION DECLARATION**

THIS DECLARATION is made this 15 day of February, 2001, by GLACIO-CCB JOINT VENTURE, a joint venture of Glacio Park Development, L.C. and CCB Properties, L.C.

WITNESSETH:

WHEREAS the undersigned is the owner of the following described real property, hereinafter collectively referred to as "Glacio Park No. 3":

Lots 1 through 16 of Glacio Park No. 3, a subdivision in Salt Lake County, Utah, filed for record on December 15, 2000, in the Office of the Salt Lake County Recorder, Utah, and recorded in Book 2000P at Page 357.

WHEREAS the undersigned desires to create and provide for the maintenance of a high quality residential neighborhood and to preserve and enhance the values, desirability and attractiveness of the neighborhood,

NOW, THEREFORE, to provide the means necessary to bring this about, the undersigned, for itself and it's successors and assigns, and for it's future grantees, hereby subjects said Lots in Glacio Park No. 3 to the following covenants, charges and assessments.

1. DEFINITION OF TERMS

For purposes of this declaration, the following definitions shall apply:

a. "Declaration" shall mean this Glacio Park No. 3 Homeowners Association Declaration, as filed with the Salt Lake County Recorder, Utah, as such Declaration may from time to time be amended.

b. "Covenants" shall mean the Glacio Park No. 3 Declaration of Restrictive Covenants, as filed with the Salt Lake County Recorder, Utah, as such Covenants may from time to time be amended.

c. "Developer" shall mean Glacio-CCB Joint Venture, its successors and assigns.

d. "Owner" shall mean the record owner or owners in fee simple of any Lot, including the Developer, but excluding those having such interest merely as security for the performance of an obligation.

e. "Association" shall mean Glacio Park No. 3 Homeowners Association, a Utah not-for-profit corporation.

f. "Board" shall mean the Board of Directors of the Glacio Park No. 3 Homeowners Association.

g. "Assessment" shall mean any Annual Assessment or Special Assessment or installment thereof, which is levied on Lots by the Association in accordance herewith.

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h. "Neighborhood" shall mean all of the above-described lots in Glacio Park No. 3, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein, together with Lots 1 through 12 of Glacio Park No. 2, a subdivision in Salt Lake County, Utah, filed for record on June 5, 1995, in the office of the Salt Lake County Recorder, Utah, and recorded in the Book 95-6P at Page 134, as amended, and all Common Areas thereof. The Neighborhood is hereby extended to include both Glacio Park No. 2 Subdivision and Glacio Park No. 3 Subdivision pursuant to that certain Glacio Park No. 2 Homeowners Association Declaration which was recorded in the Office of the Salt Lake County Recorder on September 16, 1996, as Entry No. 6455923, in Book 7489 at Pages 2040 through 2051.

i. "Common Area" shall mean all street rights-of-way, easements, tracts, open spaces and similar places, together with all improvements which may be situated thereon, including, without limitation, sidewalks, walls, fencing, monuments, sculptures, landscaping, lighting, irrigation and security systems, which are intended for the general use, benefit or enjoyment of all the Owners in the Neighborhood.

j. "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the Neighborhood as defined above; provided, however, that if an Owner, other than the Developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be constructed, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

2. MEMBERSHIP

The membership of the Association shall be limited to the Owners of Lots within the Neighborhood. Every person or entity who is a record owner of a fee interest in any Lot, including a contract seller, shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The Association shall be the sole judge of the qualification of its members and of their right to participate and vote in its meetings and proceedings, except as herein provided. Unless specifically provided herein to the contrary, decisions by the Association described herein shall require approval of a majority of the votes of members of the Association. Provided, however, no membership in the Association shall be vested in the legal title holder of Lot 7. Said Lot 7 is to be deeded to the Glacio Park Homeowners Association to be maintained as open space.

3. VOTING RIGHTS

For so long as the Developer owns any Lot in the Neighborhood, the Developer shall be entitled to have thirteen votes for each Lot it owns. Each other member shall have one vote for each Lot in which the member holds the interest required for membership by the preceding section and upon which the member shall not be delinquent in the payment of Assessments; provided, however, when more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such Lot. At any meeting of the Association, members may cast their vote in person or by proxy. Provided, however, no voting rights shall be vested in the legal title holder of Lot 7. Said Lot 7 is to be deeded to the Glacio Park Homeowners Association to be maintained as open space.

4. BOARD OF DIRECTORS

The Association shall have a Board of Directors not more than three in number who shall be charged with the management of the Association. For so long as the Developer owns any Lot in the Neighborhood, the Developer shall have the right to appoint all members of the Board of

Directors of the Association and shall have the right to approve and the power to veto any and all actions of the Association. At such time when the Developer no longer owns any Lot in the Neighborhood or relinquishes its rights under the terms of this section, the Board of Directors shall be elected by a majority vote of the members of the Association.

5. DEVELOPER ACTING FOR ASSOCIATION

Until relinquished as set forth below, or until it no longer owns any Lot in the Neighborhood, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect Assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer.

The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its written relinquishment of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Declaration, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights.

6. COMMON AREAS

All Common Area shall be under the management and control of the Association subject to power exercised by the County of Salt Lake, State of Utah, or either of them.

7. POWERS AND DUTIES OF THE ASSOCIATION

In addition to the duties, rights and powers granted by other portions of this Declaration or by law, the Association shall have the following duties, rights and powers, any or all of which may be exercised or assumed by it when, at its discretion, it deems it to be necessary, advisable or desirable:

a. To enforce either in its own name or in the name of any Owner, any or all building or use restrictions which have been or may be imposed upon any of the land in the Neighborhood including, but not limited to, that certain Glacio Park No. 3 Declaration of Restrictive Covenants; provided, however, that this right of enforcement shall not serve to prevent amendment, modification or termination of the Covenants being made by parties having the right under the Covenants to make such amendment, modification or termination, nor shall it serve to prevent the assignment of those rights by the proper parties, whenever and wherever such right of assignment exists. The expense and cost of any such enforcement proceedings by the Association shall be paid for by it. Nothing herein contained shall be deemed to prevent any Owner from enforcing any provision of the Covenants in his own name. Neither the Association, nor any member or Director thereof, shall be liable to any lot owner or to any other party for any damage, loss or prejudice suffered or claimed on account of the failure to enforce said Covenants or to restrain a violation thereof. Failure of the Association to enforce any of said Covenants shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

b. To plant, replant, remove, trim, care for, and protect trees, shrubbery, flowers and grass in Common Areas.

c. To remove loose material, trash and rubbish of all kinds in the Neighborhood, and to do any other things necessary or desirable in the judgment of the Board to keep unimproved property in the Neighborhood neat in appearance and in good order.

d. To provide for the design, construction, installation, maintenance, replacement, protection and operation of improvements which may be situated on Common Area including, without limitation, sidewalks, trails, walls, fencing, monuments, sculptures, landscaping, lighting, irrigation and security systems now existing or which may hereafter be constructed, placed or created on any Common Area.

e. To exercise such control over easements as may be required.

f. To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

g. To perform the following additional services and duties whenever, in its sole discretion, it may deem it necessary, advisable or desirable, and **when such services and duties are not available from any public source:**

- (1) to provide for the plowing and removal of snow from sidewalks and streets,
- (2) to provide for the cleaning of streets, gutters, catch basins and sidewalks,
- (3) to erect and maintain street signs for purposes of identification, traffic control and public safety, and
- (4) to employ duly qualified peace or security officers to provide additional protection for the Neighborhood.

h. To establish reasonable rules and regulations which shall govern the use of Common Area, which shall enable the Association to adequately carry out the provisions of this Declaration, or which the Board deems necessary for the convenience, benefit and enjoyment of the Owners.

i. To provide such means and employ such agents as will enable the Association to adequately and properly carry out the provisions of this Declaration, including, without limitation, the right to employ a professional real estate management company, subject, however, to the limitation of its rights to contract as provided in Section 10 below, and provided that any management contract shall provide that it is terminable by the Board for cause upon thirty (30) days written notice thereof.

j. To establish reserve accounts for repair and maintenance of Association property, to periodically review the adequacy thereof, and to maintain such reserve funds in interest-bearing accounts until expended for the benefit of the Association.

k. To obtain and maintain: (1) comprehensive liability insurance insuring the Association in such amount as it may determine, provided that such amount shall not be less than

one hundred thousand dollars (\$100,000.00), covering all claims for personal injury and/or property damage arising out of a single occurrence; (2) adequate fire, hazard and other casualty insurance on any Common Area improvements for the full replacement value thereof. Each Owner shall be responsible for obtaining and paying for such Owner's own personal liability and property casualty insurance.

8. METHOD OF PROVIDING FUNDS

For the purpose of providing funds to enable the Association to exercise the powers, perform the duties, render the services, and purchase, construct, operate and maintain the improvements herein provided for, all Lots, other than those owned by the Developer, shall be subject to an Annual Assessment which shall be paid to the Association by the Owners thereof. By action of the Board, Annual Assessments may be made payable in monthly, quarterly or semi-annual installments. No Lot shall be subject to any Annual Assessment prior to its conveyance by the Developer.

Notwithstanding anything herein to the contrary, the Developer, at its sole discretion, shall fix the amount of Annual Assessments for so long as it owns land within the Neighborhood. Thereafter, the Board shall from year to year fix the amount of Annual Assessments. Until further action by the Developer or the Association, the amount of Annual Assessment for each Lot shall be at the rate of Two Hundred Fifty and 00/100 Dollars (\$250.00).

Notwithstanding anything herein to the contrary, the Annual Assessment upon each Lot shall not be increased by action of the Developer or the Board by an amount exceeding fifty percent (50%) of the preceding year's Annual Assessment, unless such increase is authorized by seventy-five percent (75%) of the votes of Owners in the Neighborhood, exclusive of the Developer.

All Lots, including those owned by the Developer, shall be subject to Special Assessments for capital improvements and/or repairs, in such amounts as the Association deems reasonably necessary, which shall be paid to the Association by the Owners thereof. Special Assessments may be levied by the Association if, at a meeting of the members especially called for the purpose and of which notice is given, seventy-five percent (75%) of the votes cast by Owners other than the Developer, and all votes cast by the Developer shall be in favor of such Special Assessments.

By acceptance of a deed to a Lot in the Neighborhood, each Owner thereof is deemed to covenant and agree to pay to the Association all Assessments established and levied against said Lot as herein provided.

The Association is hereby granted the right and authority to proceed against any Owner personally for the collection of Assessments, said right to be in addition to, and not to be construed as a limitation upon remedies and rights of the Association otherwise herein granted.

The first Annual Assessment hereunder shall be for the calendar year beginning January 1, 2002, and shall become due and payable thirty (30) days after such assessment. Thereafter, each Annual Assessment shall be due and payable on the first day of January of each year. Provided, however, the first Annual Assessment for any Lot conveyed by the Developer to the first owner thereof after January 1, 1996, shall be due and payable at such conveyance, and the amount of such Assessment shall be a sum equal to the number of full calendar days remaining in the year after the date of such conveyance multiplied by an amount equal to one-three hundred sixty-fifth (1/365) of the regular Annual Assessment for such year.

It shall be the duty of the Association to give notice to all Owners on or before the date on which the Annual Assessment is due of the amount and due date of the Annual Assessment on

each Lot owned by them. Failure of the Association to levy the Annual Assessment prior to January first of any year shall not invalidate any such Assessment subsequently levied for that particular year, nor shall failure to levy an Annual Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Annual Assessment is levied subsequent to January first of any year, then such Assessment or the first installment thereon shall become due and payable 30 days after the date of levying.

9. DELINQUENCY AND COLLECTION

If any Owner fails to pay any Assessment within thirty (30) days from the date when it is due and payable, then such Assessment shall bear interest at the highest rate allowable under Utah law from the due date until paid. Non-payment of any Assessment provided for herein within sixty (60) days from the due date shall cause said Assessment to be deemed delinquent. Non-payment of any installment of any Assessment provided for herein within sixty (60) days from the due date of such installment shall cause the entire unpaid portion of said Assessment, including all installments of the then calendar year due in the future, to be deemed delinquent.

Any Assessment provided for herein shall become a lien on each Lot against which it can be levied as soon as it is due and payable. Payment of both principal and interest shall be enforced by filing a lien on the affected Lot in the Office of the Salt Lake County Recorder and through foreclosure proceedings in any court in Salt Lake County, Utah, having jurisdiction of suits for enforcement of such liens. It shall be the duty of the Board to file and enforce such liens before the expiration thereof.

The Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage and convey any property acquired as a result of a successful bid. Suit to recover money charged for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same. In the event of nonpayment, foreclosure, or if a lawsuit is filed, the Association shall be entitled to all costs and attorneys fees incurred. Before exercising any such rights of foreclosure, the Association shall give notice to any holder of a prior trust deed or mortgage which might be affected thereby, of any default by an Owner which has not been cured within thirty (30) days in the performance of such Owner's obligations under this Declaration.

Liens of Assessments shall be subordinate to liens of any valid prior trust deed or mortgage now or hereafter placed upon any Lot, provided, however, that such subordination shall apply only to the Assessments which become due and payable prior to the sale of such Lot pursuant to a foreclosure of such trust deed or mortgage, or prior to a conveyance to the trustee or mortgagee. Such sale shall not relieve such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessments.

Such liens shall continue for a period of five (5) years from the date of delinquency, or the maximum amount allowed by law, whichever is shorter, unless within such time suit shall have been instituted for collection, in which case the lien shall continue until termination of the suit and until sale of the property under the execution of the judgment establishing the same.

10. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any calendar year than the total amount of Assessments for that particular year plus any surplus which it may have on hand from previous Assessments; nor shall the Association enter into any contract whatsoever binding the Assessments of any future year to pay for any obligation, and no such contract shall be valid or enforceable against the Association, except for contracts for periods up to three (3) years for utilities and property maintenance, it being the intention that the Assessments for each year shall

be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting Assessments of any future or subsequent year except for the purposes set forth above.

The Developer may, at its discretion, make cash advances to the Association to meet its net operating cash requirements.

11. NOTICES

At least one week prior to any meeting of the Association, the Board shall give notice to all Owners of the place, time, and purpose of such meeting, and shall designate the place where payment of Assessments shall be made and other business in connection with the Association may be transacted; and, in case of any change of said address, the Board shall notify all Owners of the Association's new address.

A written notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owner at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required.

12. EXTENSION OF THE NEIGHBORHOOD

The Neighborhood may be extended at any time and from time to time by the Developer, at its discretion, to include any other lands added by the Developer to Glacio Park No. 3 by later plats; provided, however, that all of the land or lands to be added to the Neighborhood shall at that time be subjected to a Homeowners Association Declaration, containing the same terms and provisions as are contained in this Declaration. Extension of the Neighborhood shall be accomplished by and take effect on the filing of such plats and Homeowners Association Declarations in the Office of the Salt Lake County Recorder, Utah.

13. OBSERVANCE OF LAWS

The Association shall at all times observe all applicable state, county, city and other laws or regulations, and if at any time any provision of this Declaration shall be found to be in conflict with such laws, then such provision shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

14. AMENDMENT AND TERMINATION

At any time, and from time to time, the Owners of seventy-five percent (75%) or more of the lots within the Neighborhood, together and only with the Developer may, by an appropriate instrument (in one or more counterparts) executed, acknowledged and filed for record in the Office of the Salt Lake County Recorder, Utah: (a) give additional powers or otherwise amend this Declaration; or (b) terminate this Declaration and release all of the lands then affected thereby from all of the terms and provisions hereof.

Anything set forth herein to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to amend any of the terms of this Declaration if either the Veteran's Administration ("VA") or the Federal Housing Administration ("FHA") or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of any Lots in the Neighborhood for federally approved mortgage financing purposes under applicable VA, FHA, or similar programs, laws and regulations.

15. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the Developer and the undersigned and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed the day and year first above written.

GLACIO-CCB JOINT VENTURE

By: Clay C. Blair III
Clay C. Blair, Managing Member
CCB Properties, L.L.C.

By: Edwin T. Gallacher
Edwin T. Gallacher, Operations Member
Glacio Park Development, L.L.C.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 16 day of February, 2001, before me appeared Clay C. Blair, to me personally known, who, being by me duly sworn, acknowledged he is the Managing Member of CCB Properties, L.C., and that said instrument was signed on behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company and of Glacio-CCB Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Chrisanne M. Golding
Notary Public



3K8433PG2208

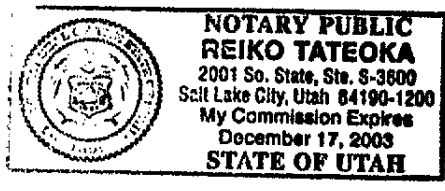
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 3 day of March, 2001, before me appeared Edwin T. Gallacher, to me personally known, who, being by me duly sworn, acknowledged he is the Operations Member of Glacio Park Development, L.C., and that said instrument was signed on behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company and of Glacio-CCB Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Reiko Tateoka
Notary Public

My Commission Expires:
12-17-03



9K8433P62209

RXLP GLACIO-PARK 3			BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	1	28-12-277-013-0000	NO
		L	2	28-12-277-012-0000	NO
		L	3	28-12-277-011-0000	NO
		L	4	28-12-277-010-0000	NO
		L	5	28-12-277-009-0000	NO
		L	6	28-12-277-008-0000	NO
		L	7	28-12-251-038-0000	NO
		L	8	28-12-251-039-0000	NO
		L	9	28-12-251-040-0000	NO
		L	10	28-12-278-001-0000	NO
		L	11	28-12-278-002-0000	NO
		L	12	28-12-278-003-0000	NO
		L	13	28-12-278-004-0000	NO
		L	14	28-12-278-005-0000	NO
		L	15	28-12-278-006-0000	NO
		L	16	28-12-278-007-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=

3K8433PG2210

RXLP GLACIO-PARK 2 & AMD			BLK-LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	A	28-12-426-017-0000	VTR
		L	1	28-12-426-007-0000	YES
		L	1	28-12-426-018-0000	NO
		L	2	28-12-426-008-0000	YES
		L	2	28-12-426-019-0000	NO
		L	3	28-12-426-009-0000	YES
		L	3	28-12-426-020-0000	NO
		L	4	28-12-426-010-0000	NO
		L	5	28-12-426-011-0000	NO
		L	6	28-12-426-012-0000	NO
		L	7	28-12-426-013-0000	NO
		L	8	28-12-426-014-0000	NO
		L	9	28-12-426-015-0000	NO
		L	10	28-12-426-016-0000	NO
		L	11	28-12-277-006-0000	NO
		L	12	28-12-277-005-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=

3K8433PG2211