

When Recorded Return to:
AFCO Development Corp.
707 East Granite, Temple
City

3005780

Recorded OCT 4 1977 at 1009 m.
Request of AFCO Development Corp.
2600
Cheryl Warrington
Cheryl Warrington County
REF

STATEMENT OF RESERVATIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

AFCO DEVELOPMENT CORPORATION, a Utah corporation, now being the owner of all of the following described premises situated within the County of Salt Lake, State of Utah, to-wit:

All of Lots 1401 through 1419, inclusive, Glenmoor Country Estates No. 2, Plat "O", according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the owner thereof. These covenants, conditions, reservations and restrictions are, and each thereof, imposed upon such lots, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every parcel thereof.

If the owners of such lots, or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set forth, it shall be lawful for any other person owning real property situate in such subdivisions to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violation, or both.

This document is designed to commit the real property to an orderly living environment through commitment to the master plan.

1. DEFINITIONS: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is

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a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Declarant" shall mean and refer to Afco Development Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

2. RESIDENTIAL USE: Such lots, and dwelling located thereon, in whole or in part, and each and every one thereof, are for single-dwelling residential purposes only, and not for any commercial purpose whatsoever. No building or structure intended for or adapted to business purpose, and no apartment house, double house, lodging house, rooming house, hospital, or doctor's office or other multiple-family dwellings shall be erected, placed, permitted or maintained on such premises, or any part thereof. No improvements or structure whatsoever other than a first-class private dwelling house, patio walls, garage, may be erected, placed, or maintained on any lot in such subdivision. Declarant may construct models and a sales office on lots as needed for sales and do all acts incidental to selling lots and/or houses. However, when all lots and/or houses have been sold to third party purchasers, this right of Declarant shall be null and void, and Declarant shall remove any structure not in conformance with all of these covenants within sixty (60) days subsequent to the last lot described herein being conveyed to a third party purchaser.

3. TANKS: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried.

4. SET BACK LINES: No building or any part thereof, including garages and porches, shall be erected on any lot set out herein which is intended for a single-family detached house closer than twenty (20) feet to the front property line, or closer than fifteen (15) feet to the rear lot line, provided, however, in the case of a corner lot, the set back from the front or side property

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line shall not be less than twenty (20) feet. Where one and one-half lots are required as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. No lot may be resubdivided except as to provide for more than two dwellings on any three adjoining lots. No structure shall be located nearer than eight (8) feet to an interior lot line, except that the zero lot line concept may be used when approved by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable modifications (when permission in writing has been received from abutting property owners) of the set back and side yard requirements, where, in the discretion of the Architectural Control Committee, strict enforcement of said provisions would work a hardship.

5. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, cats or other customary household pets (including birds) may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and are restricted to the owner's property or on leash under handler's control.

6. EASEMENTS, LINES AND PROPERTY SEPARATING LOTS: All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead, but this restriction may be waived by the Declarant, upon written request by the utility company that such waiver is necessary. Any waiver of this restriction shall not constitute a waiver as to other lots or lines. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities, and for such other purposes incidental to the development of the property, including drainage, the easements shown upon the plat of Glenmoor Country Estates as recorded in the public records

of Salt Lake County, Utah. All claims for damages, if any, arising out of the construction, maintenance and repair of the utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company, municipality, or any of its agents or servants, are hereby waived by the owners.

Walking paths shall be established within the interior of the development by Declarant. The following easements are reserved: (1) a seven-foot (7') easement along the rear of each lot for the purpose of retaining the appropriate footage on both sides of said walking paths as shown on the recorded plat of Glenmoor Country Estates, (2) a seven-foot (7') easement along the front of each lot as shown on the recorded plat of Glenmoor Country Estates, and (3) a seven-foot (7') easement along any side of a lot which abuts a street as shown on the recorded plat of Glenmoor Country Estates.

Fences along the rear boundary line of all lots shall be uniform and shall be constructed in accordance with the plans established by the Architectural Control Committee. Plans and specifications may be obtained from said committee. Each homeowner shall, prior to construction of the rear boundary line fence, obtain approval from the committee as established herein. No fence and/or wall shall be constructed upon any easement along the rear of a lot established herein and/or designated by the recorded plats of Glenmoor Country Estates. Each owner shall be responsible for upkeep and maintenance of the easement area on their lot, if any, which shall include but not be limited to, watering, cutting, fertilizing, weed control and removal of debris.

In the event an owner constructs a fence along the rear of his property, he shall install a gate for ingress and egress so that he can effectively keep up and maintain the property as required herein.

All easements granted herein may be used for walkway easements, drainage easements or utility easements.

7. NUISANCES: No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless

concealed by hedges, lattice work, or screening or otherwise walled in and concealed from the view of neighboring lots. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. Trash and garbage cans shall be placed in areas not visible from the street or neighboring property. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles, or other unsightly growths or objects, then the Declarant or Architectural Control Committee may enter upon such lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass, said amount being due and payable within thirty (30) days after the owner is billed.

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will, or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No motor vehicle of any type shall be parked or permitted to remain on the streets or on the property unless they are in running condition, properly licensed and being regularly used.

Nothing shall be housed or permitted upon the premises which shall be obnoxious or offensive to residential use. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except as follows:

(a) A name and address sign; the design of said sign shall be furnished to the lot owner by the Architectural Control Committee upon request.

(b) One sign of not more than five square feet advertising the property for sale.

(c) Declarant may erect signs upon its own property as Declarant deems necessary for the operation of the subdivision, and for the sale of lots and/or houses within said subdivision.

9. WALLS: No side boundary walls and/or fences shall be constructed with a height of more than eight feet, and no side boundary line hedge or shrubbery shall be permitted with a height of more than eight feet. No wall and/or fence of any height shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the Architectural Control Committee. The height or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such height shall be completely determined by the committee. Walls and/or fences shall be constructed in coordination with the general architecture and character of the surrounding area.

10. CONSTRUCTION REQUIREMENTS: No one-story buildings shall be constructed on lots with a fully enclosed first floor living area of less than 1,200 square feet, and construction costs of not less than \$30,000.00, exclusive of garage and open porches. No two-story buildings shall be constructed with a fully enclosed first floor living area of less than 900 square feet and construction cost of not less than \$30,000.00. No one-and-one-half-story building shall be constructed with a fully enclosed first floor living area of less than 1,200 square feet and construction cost of not less than \$30,000.00. Under no circumstances shall the basement area of any dwelling be construed to be the first floor living area for purposes of this document.

11. GARAGE: No house shall be constructed upon any lot unless there is a garage detached or attached constructed simultaneously therewith. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with residences. The garage constructed simultaneously with the house shall not be construed to be part of

the living area. Every garage shall be equipped with a door. The door shall be closed at all times except when a vehicle is entering or exiting. Every garage shall be a double garage.

12. OCCUPANCY: No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner, occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within six (6) months from the start thereof, provided, that the Declarant may extend such time when in his opinion, conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure may be placed or erected upon any lot unless approved by the Declarant.

13. COMMENCEMENT OF CONSTRUCTION: Purchaser of any lot within this subdivision shall commence construction of a house on said lot within nine (9) months from date of purchase, and complete the same within a six-month period thereafter, unless all utilities are not available on said lot, then construction shall commence within nine (9) months after all utilities are available to said lot, and shall be completed within six months thereafter, unless the time limit is extended in writing by the Declarant. In the event construction is not commenced within the time set out herein, and completed within a reasonable time thereafter, the owner shall be deemed in violation of these covenants and restrictions. In the event owner is in violation hereof, the Declarant may cause said lot to be placed on the market for sale, and charge the owner a ten percent (10%) selling fee. The owner will be required to pay all closing costs necessary for the sale. The sales price shall be the fair market value established by two appraisers, the fee for which shall be paid by the owner, unless the owner agrees in writing as to the sales price without such an appraisal. Declarant may waive or postpone this requirement if it deems

necessary, for due cause with prior written consent of the Architectural Control Committee. However, if Declarant waives for one, it shall not constitute a waiver for any more. Each particular case will stand on its own. This section shall not apply to the lots owned by Declarant.

14. APPROVAL OF PLAN: For the purpose of further insuring the development of the land so platted as an area of high standards, the Declarant reserves the power to control the buildings, structures, exterior additions, changes, alterations or other improvements placed on each lot, as well as to make such exceptions to these reservations and restrictions as the Declarant or committee hereinafter designated, shall deem necessary and proper. Whether or not provisions therefor are specifically stated in any conveyance of any lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and plot plan have been approved in writing by the committee hereinafter provided, and a permit issued by the committee. Each such building, wall, structure, exterior addition, change or alteration shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by such committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the committee, shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. If no committee exists or if the committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then no such approval shall be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The drawings shall be prepared in the following manner:

Site plan: Scale $1/8'' = 1'0''$ or $1'' = 20'$. Scale must be noted as well as location and name of street, lot number, property lines, and set back dimensions, roof overhangs, fences and their height, location of utilities (water and sewer line and septic tank, if applicable), and proposed landscaping, in general terms only.

Floor plans: Scale $1/4'' = 1'0''$ indicating all heating and air conditioning, window and door locations and room dimensions.

Elevations: Scale $1/4'' = 1'0''$ showing all sides of proposed residence with all materials and colors indicated. All exterior mechanical equipment shall be shown on elevations, such as vents, fans, chimneys, and lights.

Building section: Scale $1/8'' = 1'0''$ or $1/4'' = 1'0''$ indicating interior spaces and exterior materials.

Wall sections: Scale $3/8'' = 1'0''$ indicating interior and exterior materials.

In the event that a submittal of plans to the Architectural Control Committee is not approved, the owner may request in writing to meet (in person) with the Architectural Control Committee for a review of the unapproved plans. The meeting will be scheduled as soon as possible and not later than thirty (30) days subsequent to the request to allow the owner the opportunity to make a full presentation and discuss the plans with the committee.

15. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Grant C. Affleck, 68 South Main Street, Salt Lake City, Utah; Carvel R. Shaffer, 68 South Main Street, Salt Lake City, Utah; Howard C. Freiss, 9400 South 40th West, South Jordan, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a

majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

16. LETTERS AND DELIVERY BOXES: The Declarant shall provide the delivery boxes and determine where they will be situated, and said delivery boxes shall be uniform in all respects. In the event a delivery box is replaced by an owner, it shall be replaced with the same type, size and color.

17. DRAINAGE: Drainage ways shall conform to the requirements of all lawful public authorities, including the County Engineer of Salt Lake County, State of Utah, to the full extent of the authority given him by law.

18. COMMERCIAL VEHICLES: No trucks, commercial vehicles, boats, campers, construction, or like equipment or mobile trailers, or any motor vehicle, of any kind or type, shall be stored or parked on any residential lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision. This shall not be construed to prevent any owner from storing any equipment and/or vehicle within the storage area in Glenmoor Country Estates.

19. SUBDIVISION OF LOTS: No lot shall be subdivided unless two dwellings are constructed on three lots.

20. GOLF COURSE: Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions, are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level creation by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf, and with all the normal and usual activities associated with the operation of a country club. The Declarant shall have the right to prescribe in writing to the governing body charged with operating the golf course and country club, the manner and extent to which the

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rights of this easement shall be exercised. In addition, the Declarant may, in his sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and he may limit the manner or place of doing all or certain of the acts authorized by this easement.

21. COVENANTS AND RESTRICTIONS TO RUN WITH LAND: All covenants, restrictions, reservations and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same, subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes, jointly, separately and severally.

22. EVIDENCE AND RESTRICTIONS ENFORCEABLE JOINTLY AND SEVERALLY: Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

23. REMEDIES FOR VIOLATIONS AND INVALIDATIONS: For violation or breach of any of these reservations and restrictions by any person claiming, by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation of the breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any lot or structure which is violation of these restrictions, to enter upon the property where such a violation of these reservations and restrictions exists, and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. Any party who has a right to enforce any of the reservations and restrictions herein

and fails to proceed within a ninety-day period after receiving notice of the violation or breach shall be barred from enforcing the same. The invalidation of any one or more of the reservations and restrictions by a court of competent jurisdiction in no wise shall affect any of the other restrictions and reservations, but they shall remain in full force and effect.

24. DECLARANT: The Declarant herein is Afco Development Corporation; its personal representatives and assigns.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises regardless how they acquired title, until the commencement of the calendar year of 2025, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods, or the base period, the owners of a majority of the lots in a subdivision shall by written instrument duly record and declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any and all reservations for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

These covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Declarant or by the owner of another lot in such premises, but by no other person.

Provided, further, that should the Declarant employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions,

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by reason of such breach, all costs incurred in such enforcement, including reasonable fee for counsel, shall be paid by the owner of such lot or lots.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto, or whose grant's title is or was acquired by foreclosure, trustee sale, or otherwise.

Provided, further, that no delay or omission on the part of the Declarant or the owners of other lots in such premises, in exercising any rights, powers, or remedies herein provided in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of his failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein which may be unenforceable by the Declarant.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Provided, further, that in the event the provisions hereunder are declared null and void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that

