

Return to: Afco Development Corp
68 So. Main
City - 84101

3262599

STATEMENT OF RESERVATIONS AND PROTECTIVE COVENANTS

5450
APR 10 1979
KATIE L. JONSON
RECORDS
SALT LAKE COUNTY
UTAH
KATIE L. JONSON
REC'D
APR 10 1979
TITLE INS. AGENCY
REF. 5450
Schneiders
Revelde

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:

SEE ATTACHED EXHIBIT "A" WHICH IS INCORPORATED BY REFERENCE HEREIN WHEREIN SAID PREMISES ARE DESCRIBED.

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.

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

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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. LAND: Such lots, and dwellings located thereon, in whole or in part, and each and every one thereof, are for single-dwelling residential and agricultural purposes only, but 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. There shall only be one single family dwelling per lot and said lot can not be reduced in size by any type of division. Any additional buildings constructed on each lot shall be built and painted in a workmanlike manner and shall be located on lots so as to not be offensive to adjoining lots or impair the aesthetic beauty of area. All buildings including residences shall be well maintained and kept in good repair. No improvements or structure whatsoever shall be erected, altered, placed, or permitted to remain on any lot other than a lot upon which a first-class private dwelling house, not to exceed two stories in height, and garage, have already been erected, placed, or maintained in such subdivision. All construction is to be of new materials. 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, provided, that nothing herein shall prevent the Declarant, his heirs, and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company serving 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.

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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 lines, 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 line shall not be less than twenty (20) feet. No structure shall be located nearer than eight (8) feet to an interior lot line. 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 ANIMALS: Livestock and animals will be kept under control so as not to cause disturbance and nuisance to other property owners. Livestock will be limited on each lot to the extent that GRASS AND FOILAGE SHALL NOT BE DESTROYED AND DOWNTRODDEN and comply with zoning requirements. Absolutely no hogs, mink, sheep, goats or poultry shall be allowed at any time. No animals or livestock of any kind shall be raised, bred, or maintained for any commercial purpose, and dogs, cats, or other household pets are restricted to the owner's property or on leash under handler's control.

6. IRRIGATION WATER: Declarant hereby reserves an easement ten (10) feet wide contiguous with each of the four lot lines surrounding each lot contained within the subdivision plat which are subject to this Statement of Reservations and Protective Covenants for the purpose of creating and maintaining ditches for the transportation of water as required by Declarant. Upon thirty (30) days written notice by Declarant to owner, each owner shall construct and maintain an irrigation ditch along the easement area on the owner's lot for the purpose of transferring water from the Provo Reservoir Canal to lots within Plats E and F. Owner must construct and maintain said irrigation ditches upon said easement according to the specifications provided

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to owner by Declarant. Cost of any water assessments, construction of said irrigation ditches together with maintenance and upkeep of same shall be borne by an owner on a per acre basis. Said ditches constructed must remain in existence with each party maintaining ditches on his property at his own expense so as not to restrict flow of water to the others. Each owner shall allow water to flow unobstructed through the ditch. In the event that any owner in the subdivision shall fail or refuse to construct or maintain such a ditch, then the Declarant or any other lot owner within the subdivision may enter upon such lands and construct and maintain said ditches at the expense of the owner upon whose property said ditches were constructed and/or maintained.

7. SLOPE AND DRAINAGE CONTROL: No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. 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 by law.

8. 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.

Set-back of fences is to comply with the requirements of South Jordan City. Fences along the rear boundary line of all lots 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 shown on plats as recorded. All decorative fencing shall conform with the fencing along 40th West, located in Plat E and F, Glenmoor Country Estates No. 3, in Salt Lake County, Utah.

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.

9. WALLS: No side boundary walls and/or fences shall be constructed with a height of more than eight (8) feet, and no side boundary line hedge or shrubbery shall be permitted with a height of more than eight (8) 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. NUISANCES: 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 committee prior to constructions. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse piles, trash, junk or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. Trash, garbage or other waste shall not be kept except in sanitary containers. Said trash and garbage containers shall be placed in areas not visible from the street or neighboring property. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. 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 growth 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 noxious or offensive 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. 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 premises described herein.

11. 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 or rent. (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.

12. CONSTRUCTION REQUIREMENTS: No one-story buildings shall be constructed on lots with a fully enclosed first floor living area of less than 1,500 square feet, exclusive of garage and open porches. No two-story buildings shall be constructed with a fully enclosed first floor living area of less than 1,200.00 square feet. No one-and-one-half story building shall be constructed with a fully enclosed first floor living area of less than 1,300 square feet. Under no circumstances shall the basement area of any dwelling be construed to be the first floor living area for purposes of this document.

13. 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 constructed 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. No carports are to be allowed.

14. 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.

15. COMMENCEMENT OF CONSTRUCTION: Purchaser of any lot within this subdivision shall commence construction of a house on said lot within two years from date fee simple title is conveyed to purchaser. Said house shall be completed with reasonable promptness thereafter. Maximum construction time shall be one year, 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 these requirements 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.

16. 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, and 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

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thereor 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 therefor and plot plan have been approved in writing by the committee hereinafter provided, and a permit issued by the committee. Each such building, wall, or structure 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

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Committee is not approved, the owner may request in writing to meet (in person) with the Architectural 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.

17. 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; William L. Pulsipher, 68 South Main Street, Salt Lake City, Utah; C. J. Schuchert, 9770 South Skye Drive, South Jordan, Utah; and Howard C. Freiss, 68 South Main Street, Salt Lake City, 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.

18. COMMERCIAL VEHICLES: No trucks, commercial vehicles, boats, 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 or storage shed located on the premises, 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. 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.

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20. 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.

21. 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 in 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 the 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 the 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.

22. 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, in 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

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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, 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 grantor'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

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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 the 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 event such terms shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Utah.

Provided, further, that such premises shall be subject to any and all rights and privileges which the City of South Jordan, or the County of Salt Lake, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any County zoning ordinance or law.

23. YARD LIGHT: Each owner shall install a yard light in the front of the house. The size, color, location, height and style shall be approved by the Architectural Control Committee.

24. FHA APPROVAL: So long as Declarant owns any lots within the development, the following actions will require the prior approval of the Federal Housing Administration if the plat herein has been approved by FHA:

(a) Amendment of this Statement of Reservations and Protective Covenants.

IN WITNESS WHEREOF, AFCO DEVELOPMENT CORPORATION, a Utah corporation, has caused this instrument to be executed by its duly authorized officers, this 9th day of April, 1979.

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AFCO DEVELOPMENT CORPORATION,
a Utah corporation

By Grant C. Affleck
President

By Wayne P. Neeley
Secretary

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

On the 9th day of April, 1979, personally appeared before me GRANT C. AFFLECK and WAYNE P. NEELEY, who being by me duly sworn did say, each for himself, that he, the said GRANT C. AFFLECK, is the President, and he, the said WAYNE P. NEELEY, is the Secretary of AFCO DEVELOPMENT CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said GRANT C. AFFLECK and WAYNE P. NEELEY, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Claudine Erickson
NOTARY PUBLIC
My Commission expires: 6-2-82
Residing at: Murray, Utah

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EXHIBIT "A"

**PLAT "E" DESCRIPTION
GLENMOOR COUNTRY ESTATES NO. 3**

All of Lots 501 through 549, inclusive, Glenmoor Country Estates No. 3, Plat "E", according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

**PLAT "F" DESCRIPTION
GLENMOOR COUNTRY ESTATES NO. 3**

All of Lots 601 through 626, inclusive, Glenmoor Country Estates No. 3, Plat "F", according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

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