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ADAM GARDINER
Recorder, Salt Lake County, UT
TITLE GUARANTEE S JORDAN
BY: eCASH, DEPUTY - EF 8 P.

**COVENANTS, CONDITIONS AND RESTRICTIONS OF
ESTATES AT GLENMOOR SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 16th day of April 2018, by Rasband Development LLC, ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant desires to develop the Property as a 14 Lot subdivision known as Estates at Glenmoor Subdivision.

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property.

NOW THEREFORE, it is hereby declared that the Property and all lots therein shall be held, sold, conveyed, leased, occupied, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property and each individual Lot may be put.

1. **MUTUAL AND RECIPROCAL BENEFITS/PERSONS BOUND.**

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every lot created on the Property and shall be intended to create mutual equitable servitudes on each lot in favor of every other lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

This Declaration shall be binding on and for the benefit of Declarant, its successors, assigns, and all subsequent Owners of all or part of the Property or all or part of any Lot, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to, conform to, and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling on the Property shall be subject to and subordinate to all of the provisions of this Declaration, and in the event, of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

2. PROJECT DESCRIPTION.

The legal description of the Property is in the attached Exhibit "A" and consists of 14 lots, all to be used as single family units. All Lots to be wood framed with brick, stucco, stone, concrete lapboard, batten, or cedar shake siding, or combination exteriors. All remaining land found within the development will be dedicated to the local municipality.

3. LAND USE AND BUILDING TYPE.

3.1 No Lot shall be used except for dwelling purposes.

3.2 No building shall be used, rented or leased for commercial purposes.

3.3 Accessory buildings may be allowed only with the prior written consent of the Developer and subject to compliance with all zoning and other land use regulations then in effect for South Jordan City, or any successor government entity.

3.4 No trailer, tent, shack or other out buildings shall be placed upon or used at any time on any Lot for residential purposes.

3.5 All construction on the Property shall be in accordance with the provisions of the governing Zoning Ordinances as the same may be amended from time to time, unless otherwise modified or restricted by this Declaration.

4. NUISANCES AND RELATED MATTERS.

4.1 No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the Development.

4.2 No inoperative motor vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No portion of any Lot may be used for the repair of motor vehicles except in a garage. Any boat, travel trailer, recreational vehicle, or other similar personal property must be parked behind the front set-back of the home for each lot or in the backyard behind a fence.

4.3 The accumulation of metals, bulk materials, junk, scrap, trash, refuse, or other unsightly, offensive materials is prohibited.

4.4 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on the Property.

4.6 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

4.7 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot without Developer approval. Television antennas and satellite dishes may be placed on the rear or sides of house or roof no closer than ten feet from the front of the house or front roof planes.

4.8 An owner shall not, by deed, plat or otherwise, subdivide, or in any manner cause his or her Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat, nor shall any Owner cause, suffer or permit the same. No lot shall be separated or divided into annually recurring time shares of any duration, form or kind whatsoever.

5. EASEMENTS

5.1 Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the Development of the Property and for the convenience of the Owners of Lots as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant. By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall also be conclusively deemed to have granted an easement to the Declarant so as to permit the Declarant to develop each and every part or parcel of adjoining Property owner or held by it, whether subject to this Declaration or otherwise.

6. OWNER'S ASSOCIATION.

6.1 There is no Owner's Association. After the Developer has sold its last lot, it will cease to act as the Architectural Control Committee and these covenants may be enforced by any lot owner.

7. ARCHITECTURAL PROCEDURE.

7.1 Enforcement. No improvement or other structure or building after initial construction shall be constructed or maintained on common area without written consent of the Developer. The Lot Owners hereby agree that each of them and/or the local government entity may institute 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 suits be instituted, the prevailing party shall be entitled to an award of costs and attorney fees.

7.2 Architectural Control Committee: There shall be no independent architectural control committee, except for the Developer, until it has sold its last lot. No structure shall be constructed anywhere on the Property without written approval of the Developer, and no alteration, amendment, color change, or improvement to existing structures after they are complete is authorized without the express written consent of the Developer, if still serving as Architectural Control.

8. ACCEPTANCE OF RESTRICTIONS.

By acceptance of contracts, leases, options, or deeds for a Lot or Lots or any portion thereof, all tenants or purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

9. VIOLATION OF RESTRICTION; PENALTIES.

Each owner or tenant of an owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by any Lot Owner or the local government entity. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Declarant the right to enter upon any portion of the Property where such violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be existing 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.

10. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote, or approval and consent of Owners who own 4/7 or more of the Lots on the Property. In voting, each Lot Owner of record shall be entitled to cast one vote for each Lot owned by him or her. Provided, however, where there is more than one record Owner of a Lot, all such Owners must act unanimously to cast a vote for that Lot. Any amendment so authorized shall be accomplished by recording of an instrument executed by such Lot Owners. Notwithstanding the foregoing, any provision of this Declaration derived from or relating to any Development Agreement cannot be amended without the consent of the local government entity, including, among other things, liability and assessment for roads, subsurface drainage systems, setbacks, fencing and landscaping. Notwithstanding anything contained herein or in any local or state law, the Declarant/Developer shall have the right for two years from the date of filing these CCRs to unilaterally, and without the permission of any landowner, to amend the CCRs to correct spelling errors, punctuation and grammar. No other substantive content will be changed without the approval of 4/7 of the Owners at the time of the change.

11. NO WAIVER.

Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. No waiver of a breach of any of these covenants, conditions, restrictions and agreements, and no failure to enforce any one of such restrictions, either by forfeiture or otherwise, shall be construed as a waiver of any other restriction or condition. The failure of any Owner to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a

relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect for the protection of future buyers who are entitled to rely on this Declaration in making purchasing decisions.

12. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

14. LAW CONTROLLING.

This Declaration shall be construed and controlled by and under the laws of the State of Utah.

15. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

16. PRIVATE RIGHT OF ACTION.

Any individual Lot Owner who is aggrieved by any other owner or owners, shall have a private right of action to enforce the terms of the covenants, conditions and restrictions. The prevailing party in said litigation shall be entitled to an award of costs and attorney's fees.

17. CONSTRUCTION STANDARDS.

Fencing shall be governed by South Jordan City ordinance with no front yard fencing unless the ordinance allows the same. Fencing is limited to vinyl, wrought iron, stone, brick, or precast concrete.

All lots must be fully landscaped within one year of occupancy or such shorter time as may be required by South Jordan City ordinance. In the event that an owner fails to landscape their property within one year of the date of taking occupancy, this provision may be enforced by any other lot owner.

All property must be property landscaped and well maintained. Although garden spots may be maintained, no large un-vegetated areas exceeding 1,000 square feet shall be maintained on any lot.

No galvanized or painted steel outbuildings or metal storage sheds of any kind will be allowed on any lot. Any storage sheds built or moved onto the subject property will obtain Declarant/Architectural Control approval as long as that power is retained by the Declarant. Any ancillary building such as a shop, garage, or storage shed shall be made of materials consistent with and designed to match the home situated on the same lot.

Ramblers shall have a minimum of 2,000 square feet on the main level above the grade. All two story homes shall have a total of 2,700 square feet above grade with a minimum of 1,500 square feet on the main level.

Any additional shops or free standing garages will be at least two car garage in size and built to match quality and esthetics of the dwelling or the lot.

18. ANIMALS.

No poultry or livestock shall be housed, kept, or maintained on any lot, even temporarily.

19. RENTALS.

No lot may be rented as a VRBO or Airbnb at any time. Longer term rentals are limited provided they are for at least six months.

20. HOME BASED BUSINESS.

Home based offices are allowed for service industry only and not retail sales that result in pedestrian or vehicular traffic.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16th day of April 2018.

Rasband Development, LLC
Declarant/Developer

By: 

Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On the 16th day of April 2018, personally appeared before me ^{John} Edwin Rasband
President of Rasband Development, LLC who acknowledged that the within and foregoing
instrument was signed by him as directed by the Company.

Notary

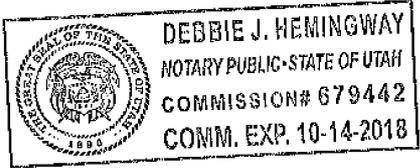


EXHIBIT "A"
Legal Description

Estates at Glenmoor

Lots 1-14 inclusive

Lot				Tax ID #
1	10190 S Glenmoor View Lane	South Jordan	UT 84009	27073520240000
2	10178 S Glenmoor View Lane	South Jordan	UT 84009	27073520230000
3	4709 W Glenmoor View Circle	South Jordan	UT 84009	27073520220000
4	4725 W Glenmoor View Circle	South Jordan	UT 84009	27073520210000
5	4730 W Glenmoor View Circle	South Jordan	UT 84009	27073520170000
6	4714 W Glenmoor View Circle	South Jordan	UT 84009	27073520180000
7	10156 S Glenmoor View Lane	South Jordan	UT 84009	27073520200000
8	10140 S Glenmoor View Lane	South Jordan	UT 84009	27073520190000
9	10187 S Glenmoor View Lane	South Jordan	UT 84009	27073520310000
10	10175 S Glenmoor View Lane	South Jordan	UT 84009	27073520300000
11	10163 S Glenmoor View Lane	South Jordan	UT 84009	27073520290000
12	10151 S Glenmoor View Lane	South Jordan	UT 84009	27073520280000
13	10135 S Glenmoor View Lane	South Jordan	UT 84009	27073520270000
14	10130 S Glenmoor View Lane	South Jordan	UT 84009	27073520260000