

Return to:
Casuel R. Shaffer
807 East So. Temple
City - 84102

Recorded MAR 24 1976 at 3:30 p.m.
Request of Casuel Shaffer
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$3.50 By Patricia Brown Deputy
REF. Patricia Brown

2797530

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by AFCO DEVELOPMENT CORPORATION, a Utah corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in South Jordan, County of Salt Lake, State of Utah, which is more particularly described as:

All of Lots 1 through 16, inclusive, Cluster D, Glenmoor Country Estates No. 1, Plat "E", according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Glenmoor Village Improvement Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any real property

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of Lot 501, Glenmoor Country Estates No. 1, Plat "E", according to the official plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

Section 5. "Limited Common Areas and Facilities" shall mean (1) the yard, patio, balcony, entry court, driveway and walkway contiguous to a lot, and (2) detached garage. All other common areas and facilities which are intended for the exclusive service of the lot, the use and occupancy of which shall in each case be limited to such lot.

Section 6. "Private Recreation Facilities" shall mean the following:

- (a) The completed nine-hole golf course.
- (b) The projected second nine-hole golf course and equestrian area. Said facilities are not part of the common area and are owned by another entity.

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE HEREIN

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to Afco Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in common with all other owners in and to the Common Area and improvements thereon which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable assessment and other fees for the upkeep and maintenance of any recreational facilities situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Limited Common Areas. Each owner of a lot is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his lot.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

PRIVATE RECREATION FACILITIES

Section 1. Fee. All owners shall have the right to use the private recreation facilities and shall not be denied membership or use if appropriate fee is paid.

Section 2. Assessment, Architectural and Use.

(i) Use. The use is limited to the recreational operation for which it is intended and cannot be used for any other purpose unless agreed upon by seventy-five percent (75%) of members of each class entitled to vote.

(ii) Assessment. No lot owner shall be assessed a monthly fee unless he voluntarily becomes a member of the Country Club and/or Equestrian Area.

ARTICLE IV

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area and limited common area, the Association shall provide exterior maintenance upon each townhouse,

row house, multi-type cluster house, including garage, whether attached or detached, which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (finished and unfinished), trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. The owner shall not change the appearance of any portion of the exterior of the house.

In the event that the need for maintenance or repair of a townhouse, row house, multi-type cluster house, including garage, whether attached or detached, or the improvements thereon is caused through the willful or negligent acts of its owner or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such house is subject.

ARTICLE V

DEVELOPMENT PLAN

This project is being constructed and developed according to phases. Declarant may perform construction on any and all lots within the confines of Glenmoor Country Estates without consent from any owner, and no owner shall have cause to complain because of any reasonable construction activities being carried on in the project.

ARTICLE VI

HOMEOWNERS ASSOCIATION

For the purpose of establishing and maintaining the common area of every kind and nature required or desired for the general use and benefit of all lot owners, each and every owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of, and be subject

to the obligations and duly enacted By-Laws and rules of the Glenmoor Village Improvement Association, Inc., a nonprofit corporation.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have three classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. Class B members shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) On or before December 31, 1979.

Class C. Class C shall be the owner of the private recreation property. The Class C member shall be entitled to ten (10) votes and shall be assessed \$500.00 per year.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Assessment for Maintenance. Each member (Class A and Class B members) shall be assessed an amount for the maintenance and costs incidental thereto for the common areas and limited common areas, the swimming pool, tennis courts, and in addition thereto, the pro rata share of the cost of upkeep and maintenance of the exterior as set out herein on the townhouse, row house, multi-type cluster house, the Class C member shall be assessed a total of \$500.00 per year.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned with the Properties, hereby covenants and each owner of any lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and for the exterior upkeep and maintenance of the townhouse, row house, multi-type cluster house.

Section 4. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Fifty and 45/100ths Dollars (\$50.45) per month per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding ten years and at the end of each such period of ten years, for each succeeding period of ten years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A and Class B members who are entitled to vote in person or by proxy at a meeting duly called for this purpose. The Class C membership shall be exempt from voting on and paying for special assessments.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose

of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Mailing of a notice shall be considered service of notice. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of Class A and Class B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, but in the event a quorum is not present at that meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners that at that meeting whatever owners are present shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Except where a greater percentage is required by this Declaration, the acts, approved by a majority vote of the voting power present at a meeting which a quorum is present, shall be the acts of the owners. Class C membership shall not be counted to meet quorum requirements.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of membership and may be collected on a monthly basis.

The Declarant shall pay minimal one-third (1/3) of the assessment applicable to each lot, unimproved or improved, and unoccupied to which the Declarant retains ownership. In the event that assessed fees collected for the Association fail to adequately meet Association expenses (because of the partial exemption of Declarant-held property) then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 8. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a bona fide mortgage foreclosure or any bona fide proceeding in lieu thereof, shall extinguish the lien of assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Water Assessments. The Association will bill each owner for water services. Individual owners will be provided water services through master meters. The Association will bill each owner for such services upon either a flat rate basis or such other basis as the Board of Trustees reasonably determines. Funds paid to the Association by owners as water assessments shall not be commingled with other Association funds and no such assessment shall be considered to be all or any part of an annual or special assessment under Article VIII hereof.

Upon failure to pay water assessments within thirty (30) days of demand therefor, the Association may, in addition to other remedies available to it for nonpayment of assessments, terminate the water service to any unit and not restore such service until such past due assessments, together with any costs and fees, including reasonable attorney's fees, in connection with the termination of service or resumption thereof, have been paid.

The Association shall endeavor to enter into an agreement with the governmental entity responsible for such service that in the event the Association is able to make partial payments for water service to the Property, such partial payment will itemize those units for which such service is being paid and those units which are delinquent. The agreement shall provide that the governmental entity responsible for the water service will terminate service or impose such other legal penalties as the entity may have the right to use only with respect to delinquent units as evidenced by the itemized list furnished by the Association.

ARTICLE IX

LIMITATION OF ASSOCIATION'S LIABILITY; INDEMNIFICATION

Section 1. Limitation. The Homeowners Association (Glenmoor Village Improvement Association, Inc.) shall not be liable for any failure of the water supply or other service to be obtained and paid for by the Homeowners Association, hereunder; or for injury or damage to person or property caused by the elements or by another Owner or person on the property, or resulting from electricity, water, rain, dust, sand or mud which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association.

No diminution or abatement of common expense or assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 2. Indemnification. Each member of the Board of Trustees in the Homeowners Association shall be indemnified by the Owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Trustees, or any settlement thereof, whether or not he is a member of the Board of Trustees at the time such expenses are incurred, except in such cases wherein the member of the Board of Trustees is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interest of the Homeowners Association.

ARTICLE X

PROVISIONS PERTAINING TO DECLARANT

For so long as the Declarant continues to own any of the homes, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligation of a homeowner to pay assessments as to each home owned by it, in accordance with this Declaration.

1. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with this Declaration, except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made herein. The estimates of common expenses are deemed accurate, but no warranty or guarantee is made nor intended, nor may one be relied upon.

2. If any term, covenant, provision, phrase or other element of this Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever, any other term, provision, covenant or element of this Declaration.

ARTICLE XI

DEEDS

Any transfer of a lot shall include all appurtenances thereto, whether or not specifically described.

ARTICLE XII

GENDER, SINGULAR, PLURAL

Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

ARTICLE XIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board and a permit issued by the committee. Refusal of approval of plans and specifications by the committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the committee shall seem sufficient. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

However, this paragraph shall not apply to Declarant and/or its assigns so long as construction by Declarant is performed in accordance with F.H.A. and V.A. initially approved plan.

ARTICLE XIV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the houses upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title, including the successors and assigns of Declarant.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed.

by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 and separately and severally.

If the owners of such lots, or any of them, or their heirs or assigns, shall violate any of the covenants set forth herein, it shall be lawful for any other person owning a lot situated herein 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 a master plan.

Section 4. 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 developer, 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.

Section 5. Encroachments. If any portion of the common areas and facilities encroaches upon any lot, or if any lot encroaches upon any other lot or upon any portion of the limited common areas, and facilities, as a result of the construction of any building, or if any such encroachment shall occur hereafter, as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands shall exist.

In the event any building, or any adjoining common areas and facilities, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any lot or of any lot upon any other lot or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner if said encroachment occurred due to the wilful conduct of said owner.

Section 7. Horses and Pets. No horses shall be kept or stabled on any property of owner. This shall not be construed to prevent owners from keeping horses in the equestrian area which is projected. No more than two pets of the customary household variety (including birds) may be kept on any lot in such premises, except upon the express written permission of Declarant, provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl.

This shall not be construed to prevent any owner from keeping animals such as calves, goats, sheep and other type animal in the area designated for housing such animals.

Section 8. Utility Easement and Lines. All electrical service and telephone lines shall be placed underground, and no outside electrical lines

shall be placed overhead, but his restriction may be waived by Declarant. Any waiver of this restriction shall not constitute a waiver as to other real property 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, 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 Declarant, or any utility company, municipality, or any of its agents or servants, are hereby waived by the owners. Declarant does further reserve the right to change, lay out a new, or discontinue any street, avenue, or roadway shown on the plan of development not necessary for ingress or egress to and from any owner's premises, subject to the approval of the City of South Jordan, if required.

Walking paths have been established within the interior of the development.

No fence or wall may be constructed unless specifically authorized by the Board of Directors of the Association and thereafter approved by the Architectural Control Committee.

Section 9. Purposes For Which Lots Are Intended And Restricted as to Use.

A. Purposes: The purposes are to provide housing, and recreational facilities for owners and their families, tenants, and guests, according to rules and regulations adopted from time to time by the Homeowners Association.

B. The intended use of the Lot and common areas and other related facilities shall be used and occupied as follows:

1. All property described herein shall be used for residential use, i.e., housing and related purposes for which the property was

designed. Each lot shall be used as a private single family dwelling for the owner, his family, social guests and lessees and for no other purpose. Except as reserved to Declarant, no lot may be divided or subdivided into a smaller lot nor any portion thereof sold or otherwise transferred.

2. The common area shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the owners.

3. No owner shall cause or permit anything (including without limitation a sign, awning, canopy, shutter, radio or television antenna) to hang, display, aid or otherwise affix to or place on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the Association.

4. No animals or birds of any kind shall be raised, bred or kept in any home or in the common areas or facilities except dogs, cats, and other household pets that may be kept, subject to the rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes; provided further, that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten (10) days' written notice from the Association.

5. No use or practice shall be permitted on the property which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No owner shall permit any use of his lot or of the common area which will increase the rate of insurance upon the property. No immoral, improper, offensive, or unlawful use shall be made of the property, or any part thereof. All valid laws, zoning ordinances and regulations of all

governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented, unless the owner leases the complete house.

6. Until the Declarant has completed and sold all of the lots and/or houses in all phases, and so long as such construction is done in compliance with the F.H.A. and V.A. initially approved plan, neither the owners, nor the Association, shall interfere with the completion of the contemplated Declarant improvements and the sale of the lots and/or houses. Declarant may construct and/or make such use of the unsold lots and/or houses and common areas as may reasonably facilitate such completion and sale, including, but not limited to, the maintenance of sales offices and models, the showing of the property, and the display of signs and any other requirements incidental to selling real property.

7. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners and residents upon request.

Section 10. Easements. The Association may hereafter grant easements: for utility and drainage purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water mains, water pipes, water lines, sewer lines, gas lines, telephone wires and equipment, and electrical conduits and wires over, under, along or on and through any portions of the common areas, limited common areas, and facilities, and each owner by his acceptance of a deed to his lot agrees from time to time to execute, acknowledge, deliver, and record for and in the name of such owner, such instruments (with dower rights released), necessary to effectuate the foregoing.

A non-exclusive easement is hereby reserved to the Declarant and its successors and assigns, of ingress and egress over any and all common areas, and limited common areas, whether street, sidewalk, grass or lot, for the performance of any and all repairs and/or labor required by Declarant and its assigns. The appropriate government agency shall have an easement for ingress and egress as required to fulfill any and all services required to be rendered to either individuals and/or property.

Section 11. Taxes. Each lot will be taxed separately for the lot, improvements thereon, together with the detached garage, if applicable. The taxes due on the common area shall be divided equally among the lots, each lot owner paying a proportionate share of the taxes. Therefore, no taxes will be assessed or payable by the Association as such. Each owner will accordingly pay and discharge any and all taxes which may be assessed against said lot and/or common areas and facilities.

Section 12. Homeowners Insurance.

(1) Each owner shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided herein.

(a) Casualty: The owner shall insure the house and other insurable improvements upon the real property as may be owned by the owner. It shall be issued in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (i) Loss or damage by fire, and
- (ii) Property damage, including, but not limiting the same to water damage, vandalism, malicious mischief and windstorm.

(b) Each owner shall deliver to the Association evidence of the above insurance prior to occupancy.

(2) Association Insurance.

(a) Common Areas: The Association shall insure for public liability, property damage, loss or damage by fire occurring on the common area.

(b) Premium: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses, each owner paying a pro rata portion thereof.

Section 13. Nuisances. No horses, cattle, swine, goats, poultry or fowl shall be kept on any property of owner. 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 real property. Plans for all enclosures of this nature must be approved by the 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 Declarant or the 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, and in the event of such a removal, a lien shall arise and be created in favor of the Declarant or committee, and against such lot for the full amount chargeable to such lot, and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

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.

Section 14. Signs. No billboards, or advertising signs of any character shall be erected, placed, permitted or maintained on any lot. A name and address sign, the design of which shall be furnished to the owner on request by Declarant shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by Declarant only, when in his discretion the same is necessary to promote the sale of property and the development thereof. Nothing herein shall be construed to prevent Declarant from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the development, and for the sale of lots within said community.

Section 15. Occupancy. No house 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 house, 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.

Section 16. Letters and Delivery Boxes. 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.

Section 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.

Section 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, nor parked on any residential street in the

development except while engaged in transporting to or from a residence in the community. This shall not be construed to prevent any owner from storing any equipment and/or vehicle within the storage area in Glenmoor Country Estates.

Section 19. 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. 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 rights of this easement shall be exercised. In addition, 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.

Section 20. Taxes and Government Limitations. Any conveyance of such property is made subject to taxes and other assessments of any levied or assessed against the property in the year in which it is conveyed, and subject to all restrictions and limitations imposed by government authorities.

Section 21. 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.

Section 22. Remedies for Violations and Invalidations. For violation or breach of any of these reservations and restrictions by any person claiming, by, through, or under Declarant, or by virtue of any judicial proceedings, Declarant and the 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. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. 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.

Section 23. 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, and shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions or any re-entry 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, 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 in the event the provisions herein are declared by a Court of competent jurisdiction to be null and void because of the

period of time herein stated, for which the provisions herein shall be effective, then in that event, such period of time shall be reduced to a 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.

Section 24. Amendment. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than eighty percent (80%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded. However, Declarant may amend the Declaration within the first five-year period without approval of any lot owners, so long as Declarant has F.H.A. and V.A. approval.

Section 25. Annexation. Additional property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Additional property within the master plan which Afco Development Corporation now either owns in fee simple or is purchasing on contract may be annexed by Afco Development Corporation without the consent of the members within five (5) years of the date of this instrument, provided that the F.H.A. and V.A. determine that the annexation is in accord with the general plan heretofore approved by them.

Said property is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND
INCORPORATED BY REFERENCE HEREIN

Section 26. Merger. Glenmoor Village Improvement Association, Inc., (The Homeowners Association) may be merged with another homeowners association with the consent of two-thirds (2/3) of Class A and Class B members.

ARTICLE XVI

F.H.A./V.A. APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, AFCO DEVELOPMENT CORPORATION, a Utah corporation, has caused this instrument to be executed by its duly authorized officers this 23rd day of January, 1976.

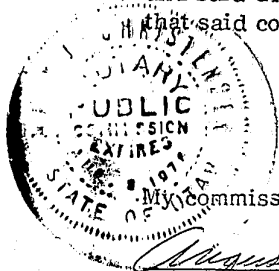
AFCO DEVELOPMENT CORPORATION, a Utah corporation

By Grant C. Affleck
President

By Suzanne Farrell
Secretary

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 23rd day of January, 1976, personally appeared before me Grant C. Affleck and Suzanne Farrell, who being by me duly sworn did say, each for himself, that he, the said Grant C. Affleck, is the President, and she, the said Suzanne Farrell, 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 Suzanne Farrell each duly acknowledged to me that said corporation executed the same.



Mary Jo Christensen
NOTARY PUBLIC
Residing in: Salt Lake City, Utah

My commission expires:
August 8, 1976

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Part of Section 7, T.3S., R.1W., Salt Lake Base and Meridian.

BEGINNING on the West line of the Northeast quarter of said Section 7 at a point lying S. 0° 02' 44" W., 830.68 feet from the North quarter corner of said Section 7, and running thence S. 0° 02' 44" W., along said West line, 500.0 feet; thence S. 89° 44' 30" E. 536.15 feet, more or less, to the Northwest corner of Plat "B" of Glenmoor Country Estates No. 1; thence S. 0° 15' 30" W., along the West line of said Plat "B", 211.84 feet; thence S. 30° 00' E., 604.48 feet; thence S. 36° 00' E. 317.90 feet, to the North line of Plat "E" of said subdivision; thence S. 19° 25' E., 298.24 feet, to the North line of Skye Drive right-of-way; thence Westerly, along the arc of a 753.84-foot radius curve to the right, 231.94 feet (long chord bearing N. 88° 23' 17" W. 231.03 feet); thence N. 26° 00' W. 515.00 feet; thence N. 30° 00' W. 323.66 feet; thence N. 71° 30' W. 189.08 feet; thence S. 18° 30' W. 810.0 feet, to the North line of Skye Drive right-of-way; thence S. 85° 00' W. 10.0 feet; thence Northwesterly, along the arc of a 185-foot radius curve to the right, 400.38 feet (long chord bearing N. 33° 00' W. 326.69 feet); thence N. 29° 00' E. 268.93 feet; thence Northerly, along the arc of a 380.0-foot radius curve to the left, 300.13 feet (long chord bearing N. 6° 22' 24.5" E. 292.38 feet), to the North line of Plat "F" of said subdivision; thence Northwesterly, along the arc of a 380.0-foot radius curve to the left, 339.88 feet (long chord bearing N. 41° 52' 35.5" W. 328.67 feet); thence N. 67° 30' W. 400.0 feet; thence N. 45° 24' 55" E. 766.38 feet, to the point of beginning.

Containing 19.540 acres

Also BEGINNING on the West line of said Section 7 at a point lying S. 0° 02' E. 430 feet from the West quarter corner of said Section 7 and running thence N. 89° 58' E. 205.59 feet; thence S. 0° 02' E. 216.02 feet; thence East 170.0 feet; thence N. 74° 00' E. 620.0 feet; thence S. 68° 00' E. 600.0 feet; thence S. 82° 00' E. 150.0 feet; thence N. 14° 00' E. 250.0 feet; thence N. 56° 30' E. 370.0 feet; thence N. 22° 30' E. 280.0 feet; thence N. 10° 30' E. 260.57 feet, more or less, to a point on the West line of Plat "F" of said subdivision lying 100 feet from the Southwest corner of said Plat; thence S. 76° 00' E. 199.11 feet, to the South line of the Skye Drive right-of-way; thence Southeasterly, along the arc of a 235.0-foot radius curve to the left, 225.10 feet (long chord bearing S. 48° 33' 32.5" E. 216.59 feet); thence N. 76° 00' W. 28.88 feet; thence S. 13° 15' W. 250.63 feet; thence S. 24° W. 200.0 feet; thence S. 45° 00' W. 255.0 feet; S. 53° 15' W. 750.0 feet; thence N. 75° 00' W. 950 feet; thence S. 5° 00' W. 200.0 feet; thence S. 40° 20' W. 115.0 feet; thence

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EXHIBIT "A"

S. 0° 35' W. 600.0 feet; thence S. 1° 45' W. 295.0 feet; thence S. 89° 57' 44" E. 110.0 feet; thence N. 41° 00' E. 445.0 feet; thence S. 88° 00' E. 370.0 feet; thence S. 83° 45' E. 495.0 feet; thence N. 66° 15' E. 190.0 feet; thence N. 74° 30' E. 295.0 feet; thence N. 2° 30' E. 205.0 feet; thence N. 46° 45' E. 355.0 feet; thence N. 50° 15' E. 400.0 feet; thence N. 38° 00' E. 630.0 feet; thence N. 28° 30' E. 366.87 feet, to the South line of Skye Drive right-of-way; thence Southeasterly, along the arc of a 803.84-foot radius curve to the left, 110.12 feet (long chord bearing S. 82° 44' 01.5" E. 110.04 feet); thence S. 11° 15' W. 279.21 feet; thence S. 29° 15' W. 565.0 feet; thence S. 44° 45' W. 395.0 feet; thence S. 50° 45' W. 580.0 feet; thence S. 26° 00' E. 90.0 feet; thence S. 8° 40' E. 110.0 feet; thence S. 69° 15' W. 130.0 feet; thence S. 66° 00' W. 350.0 feet; thence S. 88° 00' W. 250.0 feet; thence S. 88° 15' W. 800.0 feet; thence S. 34° 00' W. 210.0 feet; thence S. 41° 30' W. 205.0 feet; thence N. 89° 57' 44" W. 230.0 feet; thence S. 1° 45' W. 285.0 feet; thence N. 89° 57' 44" W. 165.0 feet; thence N. 0° 30' W. 800.0 feet; thence N. 0° 02' W. 680.0 feet; thence S. 89° 58' W. 395.0 feet; thence N. 0° 02' W. 530.0 feet, to the point of beginning.

Containing 47.400 acres

Part of the West half of Section 7, T. 3 S., R. 1 W., Salt Lake Base and Meridian.

Beginning at the West quarter corner of said Section 7 and running thence N. 0°02'44" E., along the West line of said Section 7, 660 feet; thence N. 85° 00' E., 510 feet; thence N. 73° 00' E., 360 feet; thence N. 52° 00' E. 270 feet; thence N. 60° 00' E. 539.69 feet, more or less, to the South line of Glenmoor Country Estates No. 1 - Plat "G"; thence S. 61° 30' E. along said South line, 735.41 feet, more or less; thence S. 42° E. 75 feet; thence S. 20° 30' E. 56 feet; thence S. 1° 30' W. 330 feet; thence S. 10° 30' W. 480 feet; thence S. 22° 30' W. 280 feet; thence S. 56° 30' W. 370 feet; thence S. 14° 00' W. 250 feet, thence N. 82° 00' W., 150 feet; thence N. 68° 00' W. 600 feet, thence S. 74° 00' W., 620 feet; thence West 170 feet; thence N. 0° 02' W. 216.02 feet; thence S. 89° 58' W. 205.6 feet, more or less, to the West line of said Section 7; thence N. 0° 02' W., along said West line, 430 feet to the point of beginning.

Containing 72.898 acres

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Part of the Southwest quarter of Section 7, T. 3 S., R. 1 W., Salt Lake Base and Meridian.

BEGINNING on the West line of said Section 7 at a point lying S. 0°02' E. 960 feet from the West quarter corner of said Section 7, and running thence N. 0°02' W., along said West line, 292.3 feet, more or less, to the North line of Lot 9; thence S. 89°52'34" E., along said North line, 395.0 feet; thence S. 0°02' E., 291.22 feet; thence S. 89°58' W., 395.0 feet, to the point of beginning.

Containing: 2.65 acres,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Part of the Southwest quarter of Section 7, T. 3 S., R. 1 W., Salt Lake Base Meridian.

BEGINNING on the west line of said Section 7 at the northwest corner of the Restaurant site, said point lying S. 0° 02' E., along said west line, 667.7 feet from the west quarter corner of said Section 7, and running thence N. 0° 02' W., along said west line, 116.6 feet, to a point lying S. 0° 02' E., 551.1 feet from said west quarter corner; thence N. 89° 58' E. 304 feet; thence S. 0° 02' E., 117.44 feet, more or less, to the north line of the restaurant site; thence N. 89° 52' 34" W., along said north line, 304.0 feet, to the point of beginning.

Containing: 0.82 acres

EXHIBIT "B"

PLAT "G"

Beginning on the East line of the Northwest quarter of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian, at a point lying South $0^{\circ} 02' 44''$ West 1330.68 feet from the North quarter corner of said Section 7 and running thence South $89^{\circ} 44' 30''$ East 45.49 feet; thence South $0^{\circ} 15' 30''$ West 435.56 feet; thence South $80^{\circ} 00'$ West 315.21 feet; thence South $46^{\circ} 30'$ West 75.0 feet; thence North $20^{\circ} 30'$ West 56.0 feet; thence North $42^{\circ} 00'$ West 75.0 feet; thence North $61^{\circ} 31'$ West 884.18 feet; thence North $22^{\circ} 30'$ East 214.33 feet, to the North line of Skye Drive; thence South $89^{\circ} 41' 50''$ East 904.12 feet; thence South $0^{\circ} 02' 44''$ West 182.97 feet; thence North $89^{\circ} 26' 46''$ East 182.15 feet to the point of beginning.

Containing 12.667 acres.

PLAT "B"

Beginning at a point lying South $0^{\circ} 02' 31''$ East 1330.68 feet, along the East line of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and North $89^{\circ} 44' 30''$ West 999.27 feet from the Northeast corner of said Section 7 and running thence South $0^{\circ} 15' 30''$ West 160.00 feet to the South line of Yorkshire Drive; thence South $89^{\circ} 44' 30''$ East 55.00 feet; thence South $0^{\circ} 15' 30''$ West 470.00 feet; thence North $89^{\circ} 44' 30''$ West 360.13 feet; thence South $63^{\circ} 30'$ West 121.62 feet, to the West line of Yorkshire Drive; thence South $26^{\circ} 30'$ East 182.00 feet; thence South $63^{\circ} 30'$ West 317.71 feet; thence North $36^{\circ} 00'$ West 317.90 feet; thence North $30^{\circ} 00'$ West 604.48 feet; thence North $0^{\circ} 15' 30''$ East 211.84 feet; thence South $89^{\circ} 44' 30''$ East 1108.08 feet, to the point of beginning.

Containing 18.215 acres.

PLAT "E"

Beginning at a point lying South $0^{\circ} 02' 31''$ East 2177.95 feet, and North $89^{\circ} 44' 30''$ West 1335.49 feet, from the Northeast corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $26^{\circ} 30'$ East 197.23 feet, thence along the arc of a 470-foot radius curve right, 206.99 feet (long chord bears South $13^{\circ} 53'$ East, 205.32 feet); thence along the arc of a 20-foot radius curve right 31.95 feet, (long chord bears South $44^{\circ} 29' 45''$ West, 28.66 feet); thence South $0^{\circ} 15' 30''$ West 50.00 feet; thence North $89^{\circ} 44' 30''$ West 50.00 feet; thence along the arc of a 989.56-foot radius curve left 194.44 feet, (long chord bears South $87^{\circ} 37' 45''$ West, 194.13 feet); thence along the arc of an 803.84-foot radius curve right 300.60 feet (long chord bears South $89^{\circ} 42' 47''$ West, 298.86 feet); thence North $79^{\circ} 34' 25''$ West 163.90 feet; thence along the arc of a 1595.00-foot radius curve left 287.92 feet (long chord bears North $84^{\circ} 44' 42''$ West 287.53 feet); thence North $0^{\circ} 05' 01''$ East 207.83 feet, thence North $18^{\circ} 30'$ East 156.52 feet; thence North $53^{\circ} 01' 53''$ East 112.64 feet; thence East 335.02 feet; thence South $36^{\circ} 00'$ East 192.88 feet; thence North $63^{\circ} 30'$ East 317.71 feet, to the point of beginning.

Containing 9.212 acres.