



Kevin Jacobs
Salt Lake County Assessor

Chris Stavros
Chief Deputy Assessor

September 04, 2018

The Salt Lake County Council
Attn: Aimee Winder Newton
2001 South State Street N2-200
Salt Lake City, UT 84190-1010

Re: 2012 & 2013 Delinquent taxes
Parcel No: 22-31-276-076 PS 101
Name: SCP Garden Glen LLC

Honorable Council Chair Aimee Winder Newton,

We recommend that you reduce the following delinquent general property taxes; the 2012 taxes from \$75.67 to zero and the 2013 delinquent taxes \$76.45 to zero on the above named parcel.

A review of this parcel on the current Tax Sale list was researched by the Recorder's found to be erroneously assessed. It was found through recorded documents a chain of title to Midvale City not SCP Garden Glen LLC entry number 2212955 recorded August 29, 1967.

If you agree with this recommendation, please notify the Salt Lake County Treasurer's office to abate (refund, if paid) property taxes as indicated plus penalty and interest.

Respectfully,

Kevin Jacobs
Salt Lake County Assessor
Chris Stavros
Chief Deputy Assessor

cc: Salt Lake County Assessor's Office
Attn: Kimberley Hansen

DC/SY/kh
enclosures


From: Rich Richmond
Sent: Friday, May 04, 2018 3:21 PM
To: Stuart Tsai
Cc: Lynn Walkenhurst ; Karen Helfrich
Subject: AD #23 -VACANT



Stuart,

A review of AD #23 listed as 22-31-376-076 (101) now known as 22-31-376-111 on the current Tax Sale List has revealed the parcel is erroneously assessed. The current assessment is showing ownership in the name of SCP GARDEN GLEN LLC. This is not the case. The correct owner is Midvale City. I am providing copies of recorded documents establishing a chain of title to Midvale City. If you want or need anything further please let me know.

This parcel is associated with Ad #24 22-31-376-076 (102) now known as 22-31-376-112 which I believe is currently properly assessed.

Rich

 **Kenneth (Rich) Richmond**
DIVISION ADMINISTRATOR

Salt Lake County Recorder
 (385) 468-8155  krichmond@slco.org
2001 So. State Street #N1600, Salt Lake City, Utah 84190

Kim Hansen

From: Rich Richmond
Sent: Monday, May 7, 2018 11:50 AM
To: Stuart Tsai
Cc: Lynn Walkenhurst; Karen Helfrich
Subject: AD #23 and AD #24 -VACANT

As a follow up here is some history regarding the original parcel 22-31-376-076 and the new parcels 22-31-376-076 (1) now -111 and 22-31-376-076 (102) now -112.

The plat for Garden Glen Subdivision recorded 6/28/2011 at entry #11204842 along with a Declaration at entry #11204843. In said Declaration Part E, Paragraph 4 states: "This association shall own lot 21..." While the Declaration does attempt to create an Association it appears this language was missed by the Recorder's Office while setting up assessments for this subdivision and therefore the Lot 21 in question.

Lot 21 was originally divided into two parcels 22-31-376-075 a small triangular parcel at the southwest corner of said lot then and now determined to be owned by Midvale City. Also, 22-31-376-076 comprising the rest of Lot 21 and thought at the time to be owned by and therefore assessed to SCP Garden Glen LLC.

On October 28, 2013 SCP Garden Glen LLC issues a Quit Claim Deed to Garden Glen Homeowners Association Inc. recorded at entry #11749511. At this time the Recorder's Office divided 22-31-376-076 into 2 new parcels. 22-31-376-111 as remnant parcel and 22-31-376-112 as a parcel now owned by the HOA. While I feel ad #24 parcel 22-31-376-076 (102) a.k.a. 22-31-376-112 reflects the correct ownership and is now properly assessed to the HOA there is question whether it should have originally been assessed to the HOA by virtue of the Declaration recorded 6/28/2011 at entry #11204843.

My findings for Ad #23 are detailed below.

Please feel free to share this information and to contact me with any questions or concerns.

Rich



Salt Lake County Recorder

 (385) 468-8155  krichmond@slco.org
2001 So. State Street #N1600, Salt Lake City, Utah 84190

PIRDM605

SALT LAKE COUNTY TREASURER
STATEMENT OF DELINQUENT TAXES (RS)

05/08/2018
08:04:44

22-31-376-076-0000 PS 101 CATEGORY 202 GENERAL PROP

SCP GARDEN GLEN LLC

TAX SALE CERTIFIED
MEMOS
RELATED PARCELS

1148 LEGACY CROSSING BLVD STE 400
CENTERVILLE
UT 84014

ADDRESS SUPR
ID 21634811

LAST ACTION 08/18/2014 15.55.28 LAST PMT

		AMOUNTS DUE							
YEAR	DST	TAXES	PEN	+ FEE	INT PERIOD	RATE	INTEREST	YEAR	TOTAL
2012	35	75.67		10.00	010113-050718	.0700	32.09		117.76
2013	35	76.45		10.00	010114-050718	.0700	26.33		112.78

INTEREST CREDIT
END OF YEAR DATA

RETURN CHECK FEE

ADMIN FEE 250.00
TOTAL AS OF 05/08/2018 480.54

PF2=PRNT PF3=LST PF4=MENU PF5=SEGS PF6=MEMO PF7=PRV PRCL PF8=NXT PRCL PF9=TRAN
PF10=LEGAL PF11=PRV YRS PF12=NXT YRS PF13=DEFR PF14=PEN/FEE PF15=AUD CERT

VTDI 22-31-376-111-0000 DIST 35
SCP GARDEN GLEN LLC TAX CLASS UPDATE
LEGAL BUILDINGS
PRINT U TOTAL VALUE

0.05

1148 LEGACY CROSSING BLVD NO: STE 400
CENTERVILLE UT 84014

EDIT 1

FACTOR BYPASS

LOC: 168 E FLICKER DR

EDIT 0

BOOK 10188 PAGE 3171 DATE 11/25/2013

SUB: GARDEN GLEN

TYPE SUBD PLAT

05/08/2018 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

LOT 21, GARDEN GLEN SUB; LESS & EXCEPT BEG N 823.84 FT &
1527.31 FT E & S 4^45'45" E 212.95 FT FR SW COR SEC 31 T2S,
R1E, SLM; E 40.87 FT; N 34^ W 83.39 FT; S 04^45'45" E 69.37
FT TO BEG. ALSO LESS & EXCEPT BEG N 611.63 FT & E 1625.67 FT
FR SW COR SEC 31, T2S, R1E, SLM; N 34^00' W 93.44 FT; NE'LY
8.85 FT ALG ARC OF 15 FT RADIUS CURVE TO THE R (CHD N
73^05'44" E 8.72 FT); E 83.76 FT; S 80 FT; W 39.86 FT TO
BEG. (BEING A PORTION OF LOT 21 GARDEN GLEN SUB.) 0.05 AC M
OR L.

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

FLICKER

212.95

R=15

83.76

70

70.00

70.0

PT 21

1

2

376112

376077

376078

80.08

PT 21

376111

376075

54.54

39.86

70

70.00

.03

136.97

376013

205.50

78.63

48.20

ST

109.00'

376012

18

134.82'

136.10'

376059

.25

376056

50.08

15

100.71

110.00'

66.00'

58.00'

D&RGW RR 2348-413

RR

RR

Recorded at Request of STATE ROAD COMMISSION JUL 7 1965 15-7 (3) 289
 at 9:12 PM Fee Paid \$24.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, U. S.
 By Geo. E. Smith Dep. Date 7/7/65 AROF

IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY
 STATE OF UTAH

STATE OF UTAH, by and through
 its ROAD COMMISSION,

Plaintiff,

-vs-

JUDGMENT OF CONDEMNATION

DENVER & RIO GRANDE WESTERN
 RAILROAD COMPANY, a Delaware
 corporation,

Civil No. 113674

Defendant.

This cause coming on regularly for hearing on the 6th day of April, 1959, before the Honorable Ray VanCott Jr., one of the judges of the above court, sitting without a jury, the plaintiff appearing by and through E. R. Callister, Attorney General of Utah, Walter L. Budge, Deputy Attorney General, and Wallace B. Kelly, Assistant Attorney General; and defendant appearing by and through its counsel, VanCott, Bagley, Cornwall and McCarthy; Findings of Fact and Conclusions of Law having been signed and filed in said cause and the court being fully advised in the premises, it is therefore

ORDERED, ADJUDGED AND DECREED that:

1. The defendant, Denver & Rio Grande Western Railroad Co., be and is hereby awarded the sum of \$40,000.00, which sum when so paid shall constitute full payment and compensation to said defendant for the lands and premises condemned in this action and herein after particularly described.

2.- There is hereby condemned, granted to and vested in the State Road Commission of Utah the fee simple title to that certain parcel of land situate in Salt Lake County, Utah, described as follows: The entire right of way of the Little Cottonwood Branch of the Denver & Rio Grande Western Railroad Co. to and from a line parallel to and 50 feet distant easterly from the center line of the

main line track of said railroad to the south boundary line of Section 31, T. 2 S., R. 1 E., S.L.M. Said right of way is situated in the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 25 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, T. 2 S., R. 1 W., S.L.M., and in the W $\frac{1}{2}$ -W $\frac{1}{2}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, T. 2 S., R. 1 E., S.L.M.

3. The defendant, Denver & Rio Grande Western Railroad Co. is hereby authorized to remove its tracks from said right of way at its own expense and to retain the salvage therefrom, or to abandon the rails and trackage without cost to plaintiff.

Dated this 19th day of May, 1959.

By the Court:

RAY VAN COTT JR.

J U D G E

Attest: Alvin Keddington, Clerk
By Chas. R. Liston, Deputy Clerk
(SEAL)

Filed MAY 19 1959

STATE OF UTAH

COUNTY OF SALT LAKE

SS.

BOOK 2348 PAGE 415

I, Alvin Keddington, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original. JUDGMENT OF CONDEMNATION

State of Utah, etc.,

No. 113674

vs.

Denver & Rio Grande Western
Railroad Co., a Delaware corp.,

as appears of record in my office.



IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal, this 20th

day of May, A. D. 19 59

ALVIN KEDDINGTON

Clerk

By Jacob Weis Deputy Clerk

Recorded AUG 29 1967 at 8:45 A
 Request of State Road Comm.
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$5.00 By J. Lynn Jones Deputy
 Ref.

2212955

Quit Claim Deed

Parcel No. 15-7:440F:ST20
 Project No. 1-15-7(3)289

The STATE ROAD COMMISSION OF UTAH, by its duly appointed, qualified and acting Director of the Department of Highways, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to MIDVALE CITY, Grantee, of _____, County of Salt Lake, State of Utah, for the sum of \$1.00 One Dollar, and other good and valuable consideration, the following described parcels of land in Salt Lake County, State of Utah, to be held and used for road purposes (or other public use until required for road purposes) to-wit:

All that part of the abandoned D.&R.G.W. Railroad right of way west of State Street, located in the NW $\frac{1}{4}$ of Section 31, T. 2 S., R. 1 E., S.L.B.&M. Said right of way is 33.0 ft. wide, 16.5 ft. on each side of the center line of survey of said railroad. Said center line is described as follows:

Beginning at the intersection of said center line and the westerly right of way line of State Street, which point is approximately 687 ft. south and 110 ft. east from the NW. corner of said Section 31; thence Northwesterly 288 ft., more or less, along said survey line of abandoned railroad to the west boundary line of said Section 31, said point being approximately 440 ft. south of the NW. corner of said Section 31. The above described parcel of land contains 0.22 acre, more or less.

ALSO:

All that part of the abandoned right of way of the D.&R.G.W. Railroad located in the NE $\frac{1}{4}$ of Section 36, the S $\frac{1}{2}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, T. 2 S., R. 1 W., S.L.B.&M.

Said right of way is of varying width, as shown on the official map of said railroad on file in the office of said railroad company. The center line of said railroad through the above area is described as follows:

Beginning at the intersection of the center line of survey of said railroad and the east boundary line of said Section 36, at a point approximately 440 ft. south along said section line from the NE. corner of said Section 36; thence Northwesterly and Westerly 4085 ft., more or less, along the center line of survey of said railroad, reference being made to the official map of said railroad for alignment and distances, to Railroad Survey St. 7+87, which point is approximately 470 ft. north and 1,058 ft. west of the SE. corner of SE $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, T. 2 S., R. 1 W., S.L.B.&M. The above parcel of land contains 3.31 acres, more or less.

ALSO:

All that part of the abandoned right of way of the D.&R.G.W. Railroad, located south of Marriott's Lane, and west of the U.P. Railroad westerly right of way line, said abandoned right of way being located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, T. 2 S., R. 1 E., S.L.B.&M. Said right of way is divided into two sections hereafter referred to as Parcel "A" and Parcel "B", said parcels of land being more particularly described as follows:

Parcel "A"

Beginning on the southerly right of way line of said Marriott's Lane at a point 1380.19 ft. south and 462.7 ft. east from the NW. corner of said Section 31; thence Southerly 220.77 ft. along the arc of a 442.8 foot-radius curve to the left (Note: Tangent to said curve at the point of beginning bears S. 14°42' W.); thence S. 13°52' E. 20.6 ft. to a point of tangency with a 938.87 foot-radius curve to the left; thence Southeasterly 98.32 ft. along the arc of said 938.87 foot-radius curve to a point 16.5 ft. perpendicularly distant easterly from the D.&R.G.W. Railroad Survey Line; thence Northerly 353 ft., more or less, to a point on the southerly right of way line of said Marriott's Lane, said point being 16.5 ft. perpendicularly distant easterly from said Railroad Survey Line; thence Easterly 91 ft., more or less, along the southerly right of way line of said Marriott's Lane to the point of beginning. The above described parcel of land contains 0.23 acre, more or less.

Parcel "B"

A parcel of land 33.0 ft. wide, 16.5 ft. on each side of D.&R.G.W. Railroad Survey Line, said survey line being described as follows:

Beginning at the intersection of the southerly right of way line of said Marriott's Lane and the intersection of said railroad survey line, said point being located approximately 360 ft. east and 75 ft. south from the NW. corner of

Continued on Page 2

Parcel No. 15-7:440F:ST2Q
Project No. 1-15-7(3)289

PAGE 2

the SW $\frac{1}{4}$ of said Section 31; thence Southerly 3262 ft., more or less, along said railroad survey line to a point approximately 470 ft. south and 140 ft. east, from the NW. corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 31, said point being the intersection of said survey line and the westerly right of way line of the U.P. Railroad. The above described parcel of land contains 2.47 acres, more or less.

ALSO:

All that part of the abandoned right of way of the D. & R. G. W. Railroad located east of the U.P. Railroad easterly right of way line in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, T. 2 S., R. 1 E., S. 1 B. & M. Said right of way being 33 ft. wide, 16.5 ft. on each side of the center line of said railroad. Said center line is described as follows:

Beginning at the intersection of the south boundary line of said Section 31 and said railroad center line, which point is approximately 625 ft. west along said section line from the S $\frac{1}{2}$ corner of said Section 31; thence Northwesterly 760 ft., more or less, to a point of tangency with a 4°20' curve to the right at Railroad Survey Station 94+31.7; thence Northwesterly 90 ft., more or less, along the arc of said curve to the easterly right of way line of the U.P.R.R. The above described parcel of land contains 0.64 acre, more or less.

The Grantee, for itself, its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the lands that in the event the Grantee transfers or puts the above described property to a use inconsistent with that for which it is granted, the State shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State and its assigns.

IN WITNESS WHEREOF, the said STATE ROAD COMMISSION OF UTAH has caused this Instrument to be executed this 28th day of June, A.D. 1967, by its Director of the Department of Highways.

STATE ROAD COMMISSION OF UTAH

By Henry C. Hultsch
Director of the Department of Highways

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

On the 28th day of June, A.D. 1967, personally appeared before me Henry C. Hultsch, who by me duly sworn did say that he is the Director of the Department of Highways, and he further acknowledged to me that said instrument was signed by him in behalf of said STATE ROAD COMMISSION OF UTAH by authority of a resolution of said STATE ROAD COMMISSION OF UTAH, duly passed on June 24, 1957.

My Commission Expires: 5/6/71

Joan J. J.
Notary Public

Prepared by R.G. Welch, 6-28-67

RW Special

9946956

When recorded, mail to:
Grantee
Midvale City Recorder
655 W Center St.
Midvale, UT 84047

WARRANTY DEED
(Corporation Form)

ENSIGN DEVELOPMENT, INC., a Utah corporation, a corporation, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to

MIDVALE CITY, a Municipal Corporation, grantee

of Salt Lake, County of Salt Lake, State of Utah, for the sum of Ten and no/100 Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this ____ day of August, 2006.

Ensign Development, Inc., a Utah Corporation

By: [Signature]
Dennis E. Berrett, President

STATE OF UTAH

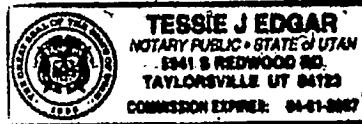
COUNTY OF SALT LAKE

On the 28th day of August, 2006, personally appeared before me Dennis E. Berrett, who being by me duly sworn, did say, that he, the said Dennis E. Berrett is the President of Ensign Development, Inc., a Utah 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 Dennis E. Berrett duly acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

My Commission Expires:

Residing at:
NT-



COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. MERRILL TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Document is
being and on

BK 9397 PG 8420

9946956
12/20/2006 03:51 PM \$0.00
Book - 9397 Pg - 8420-8421
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
655 W CENTER STREET
MIDVALE UT 84047
BY: NEH
DEPUTY - WI 2 P.

EXHIBIT "A"

Beginning at a point 823.84 feet North and 1527.31 feet East and 212.95 feet South 4°45'45" East from the Southwest Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing is the State Street Monument Line between 8200 South Street and 8600 South Street and is North 0°21'18" East); and running thence East 40.87 feet; thence North 34°00'00" West 83.387 feet; thence South 4°45'45" East 69.37 feet to the point of beginning.

Tax ID No. 22-31-376-011

11204842

11204842
06/28/2011 02:20 PM \$51.00
Book - 9933 Pg - 4284 A
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HENRY WALKER HOMES LLC
500 N MARKETPLACE DR STE 201
CENTERVILLE UT 84014
BY: ZJM, DEPUTY - WI 1 P.

Name: GARDEN GLEN
SUBDIVISION

Desc: 22-31-32
22-31-376-011,-063

Fee: \$51.00

of Pages: ONE 29.

PLAT

SEE ONLINE PLATS AT
[HTTP://REC.CO.SLC.UT.US](http://REC.CO.SLC.UT.US)

BK 9933 PG 4284

When recorded mail to:
Henry Walker Homes, LLC.
500 N. Marketplace Drive, Suite 201.
Centerville, UT 84014

11204843
06/28/2011 02:20 PM \$40.00
Book - 9933 Pg - 4285-4290
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HENRY WALKER HOMES LLC
500 N MARKETPLACE DR STE 201
CENTERVILLE UT 84014
BY: ZJM, DEPUTY -WI 6 P.

DECLARATION OF RESTRICTIVE COVENANTS FOR GARDEN GLEN

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in Sandy City, Salt Lake County, State of Utah, to-wit:

All lots 1 to 21 inclusive, Garden Glen phase 1; according to the plat thereof, as recorded in the office of the County Recorder of Salt Lake County.

Do hereby establish the nature of the use and enjoyment of said lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes, unless otherwise indicated on the plat map, as recorded with the Salt Lake County Recorder's Office. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories and no garages shall be less than a two car garage.
2. Architectural Control. No outbuilding or additions shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. Dwelling Quality and Size. All Henry Walker Homes' plans are approved except as otherwise provided herein, each dwelling shall conform to Sandy City requirements. All

single family detached dwellings shall have a minimum of a 1000 square feet of finished floor space excluding the garage and the basement, basement meaning below grade.

4. City and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration of Protective Covenants.
5. Building Location.
 - (a) Building location must conform to the requirements of Sandy City.
 - (b) Detached Accessory Buildings. A detached accessory building may be permitted, subject to all Sandy City regulations and all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall compliment in design and composition the dwelling placed in the Lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself.
 - (c) Temporary Structures. No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. **Modular homes** are not permitted to be placed upon a building lot for permanent use.
 - (d) For the purpose of this covenant eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.
6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Garden Glen Subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
7. Landscaping. Front Landscaping is required to be installed or bonded for on each lot prior to certificate of occupancy, weather permitting. The landscaping will include a minimum of a sprinkler system; front lawn; park strip trees and 5-one gallon shrubs. At least 50% of the front lawn shall be in grass excluding the driveway. The remaining 50% can be grass, or flowerbeds, or mineral combination decorative scapes. Corner lots shall have finished landscaping following the, afore mentioned guidelines on both street sides of the lot to the property line. Park strips must be landscaped and maintained by the homeowner. Corner lots shall have 4 park strip trees spaced evenly on both sides, Cul-de-sac lots shall have 1 tree, and interior lots shall have 2 trees.

8. Lot 21 and Entry Monuments/Features Maintenance. The HOA for Garden Glen shall be responsible for the maintenance of lot 21 and the entry monuments and features including the electricity bill for any lights.
9. Fencing. Only earth tone vinyl fencing is allowed. Fencing is not allowed in the front yard.
10. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly in the opinion of the Architectural Control Committee, will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.
11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or food production and are restricted to pet owner's premises or on leash under handler's control.
13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
14. 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 ratios, 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. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
15. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of Sandy City, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

PART C.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the Architectural Control Committee ("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 of the Committee shall have full authority to select 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. The Architectural Control Committee is composed of:

John Stubbs
Gary Woodbury
Phil Holland

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D.

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

PART E.

HOME OWNERS ASSOCIATION

1. The Homeowners association shall consist of the owners of the individual lots in Garden Glen Subdivision (hereafter "Members") and is a legal entity bound by the laws of the State of Utah.
2. The Association has the right to hire legal council, post liens and other methods allowed by law to collect the required fees set up by the Association.
3. The Members shall elect a Board of Trustees (hereafter "Board"), as provided for in the Bylaws. The Board shall appoint Officers of the Association, which shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Vice President shall assume the responsibilities of the President when the President is no longer physically able to perform or resigns. Officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All Officers must be Members of the Association.
4. This association shall own lot 21, or the storm detention pond as recorded on the Garden Glen Subdivision Plat in the Records office of Salt Lake County and shall collect from each owner dues to maintain this lot and the landscape easement Midvale City has given for the adjoining property, and any other expenses concurred by the ownership and maintenance of the afore mentioned.
5. The annual dues for each lot for the first year is \$126.00 and shall be adjusted by the President only after a annual review and report to the Association.
6. The annual report is due by January 10th for the previous year.
7. The President shall make the decisions necessary to maintain the easement and lot 21.
8. A decision of the President can be over turned by 75 % of the owners.

Henry Walker Homes, LLC.

By: 

Phil Holland, PRESIDENT of HOA

State of Utah)
County of Davis)

On the 27 day of June, 2011 personally appeared before me Phil Holland, who being by me duly sworn, did say that he is a President of HOA, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Phil Holland acknowledged to me that said corporation executed the same.

K. Gale
Notary Public

Residing at: 2102 W. Pennock Dr. Fair West, VT 84404
My Commission Expires: March 25, 2015

When recorded, mail to:
Justin Atwater
500 N. Market Place Drive, Suite 250
Centerville, Utah 84014

11749511
10/28/2013 4:17:00 PM \$10.00
Book - 10188 Pg - 3171
Gary W. Ott
Recorder, Salt Lake County, UT
HENRY WALKER HOMES
BY: eCASH, DEPUTY - EF 1 P.

Tax ID No.: 22-31-376-076-0000

QUIT CLAIM DEED

SCP Garden Glen, LLC, "Grantor", hereby Quit Claim to Garden Glen Homeowners Association, Inc., "Grantees", for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

BEING A PORTION OF LOT 21 OF THE GARDEN GLEN SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER BEING MORE FULLY DESCRIBED AS BEGINNING AT A POINT WHICH IS NORTH 611.63 FEET AND EAST 1625.67 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T2S, R1E, SLB&M (BASIS OF BEARING IS THE STATE STREET MONUMENT LINE BETWEEN 8200 SOUTH AND 8600 SOUTH AND IS N00°21'18"E); THENCE N34°00'00"W 93.44 FEET; THENCE 8.85 FEET NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N73°05'44"E 8.72 FEET); THENCE EAST 83.76 FEET; THENCE SOUTH 80.00 FEET; THENCE WEST 39.86 FEET TO THE POINT OF BEGINNING

CONTAINS: 5338 +/- SQUARE FEET

WITNESS the hand of said Grantor, this 28th day of October 2013

SCP Garden Glen, LLC,
a Utah limited liability company

By: Strategic Capital Partners, LLC,
a Utah limited liability company,

By: Justin Atwater

Its: CEO

STATE OF UTAH }

SS:

COUNTY OF }



On the 28th day of October 2013, personally appeared before me, Justin Atwater who being duly sworn did say, for himself, that the foregoing instrument was signed by authority and duly acknowledged to me that he executed the same.

Megan Nicole DeLeon, Notary Public