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GARY W. DIT
RECORDER, SALT LAKE COUNTY, UTAH
SCOTT MURDOCK
1667 E KIERSTIN PL
SLC UT 84108
BY: JIM, DEPUTY - 01 7 P.

**DECLARATION OF COVENANTS, CONDITONS
AND RESTRICTIONS OF
KIERSTIN PLACE HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made, on the date hereinafter set forth by KIERSTIN PLACE HOMEOWNERS ASSOCIATION hereinafter referred to as "declarant."

Previously HBB Development Inc. filed its Declaration of Covenants, Conditions and Restrictions relating to a portion of the real property at issue in this matter with the Salt Lake County Recorder, entry no. 7741002. Thereafter HBB Development, Inc. filed its Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to the same real property at issue in this matter with the Salt Lake County Recorder, entry no. 7863511 on April 5, 2001. Since that time each of the residences in that parcel of real property has been sold.

WITNESSETH:

WHEREAS, the homeowners set forth below are the owners of the real property located at Kierstin Place in Salt Lake County, Utah which is part of the parcel of real property more particularly described as:

Beginning at the point North 0 deg.04 min. West 703 feet from the Southwest corner of the Southeast Quarter of Section 16, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence North 0 deg. 64 min. West 120 feet thence South 89 deg. 57 min East 310 feet, more or less to a four rod road; thence South 0 deg. 6 min East along the West side of said road 120 feet, more or less, thence South 89 deg. 21 min West 310 feet, more or less to place of beginning.

MORE COMMONLY KNOWN AS: HBB BAILEY SUBDIVISION *AMENDED #2*

NOW THEREFORE, declarant hereby declares that all of the properties described above shall be held: sold and conveyed subject to the following casements, 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 an 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 1
DEFINITIONS**

Section 1. "Association" shall mean and refer to KIERSTIN PLACE HOMEOWNERS ASSOCIATION, 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 Lot 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 members for the common use and enjoyment of the owners. The Common Area to be owned by the Association members at the time of the conveyance of the first lot is as shown on the recorded subdivision map of HBB BAILEY SUBDIVISION.

Section 5. "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 6. "Declarant" shall mean and refer to the Kierstin Place Homeowners Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, 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 suspend the voting rights of an owner for any term during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) 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 a unanimous vote of the members. However, each Owner covenants and agrees that if additional residential property and/or Common Area is dedicated for the purpose of sharing the road and /or other improvements with adjoining properties, or if access is granted to the road by any other means, including but not limited to, easement, license, or deed, HBB DEVELOPMENT, INC or Larry Bailey shall receive an amount of One hundred forty five thousand and no/100 (\$145,000.00) which shall become due immediately upon such dedication unless otherwise paid under Article VI, Section 4 of this Agreement. The amount outstanding shall accrue interest at the rate of Ten Percent (10%) per annum and each Owner, as well as the Association, shall be jointly and severally liable for the amount due to HBB Development, INC or referred to Larry Bailey.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a unanimous vote (4 of 4) of each class of members has been recorded.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have one class of voting membership consisting of the owners of the residential lots identified above.

When more than one person holds an interest in any 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 Lot. In the event that such joint owners cannot agree on how their vote will be cast then the vote for such Lot shall not be counted.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Liens and personal Obligations of Assessments. The Owner each Lot owned within the Properties, hereby covenants to pay to Association (1) annual assessment 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 fee 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 is due. The personal obligation for delinquent assessments shall not pass to his successor-in title unless expressly assumed by them.

Section 2. 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, and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessments. The Management Committee of the Association may fix the annual assessment at an amount set by majority vote, but not to exceed \$200.00 per year unless a greater sum is approved by a majority vote of the owners.

Section 4. 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, in whole or in part,

the cost of any 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 the owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. 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 execution of this document. The Management Committee 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 Management Committee. 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 8. Effect of Nonpayment of Assessments; Remedies of 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 9. 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 mortgage foreclosure or any proceeding, in lieu thereof, shall extinguish the lien of such 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.

ARTICLE V ARCHITECTURAL CONTROL

Section 1 Improvements. All homes built on the property must not exceed one story and must be a minimum 1500 square feet. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, 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 structure and topography by the Management Committee of the Association, and be in conformity with the city planning commission requirements. In the event said Management 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.

Section 2. Parking. No street parking will be allowed upon the private street of the development, pursuant to city planning requirements.

Section 3. Landscaping. All Lots, whether occupied or not, and any improvements placed thereon, shall be maintained in such manner as to prevent their becoming unsightly by reason of unattractive or diseased growth, accumulation of rubbish or debris.

ARTICLE VI 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, 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 at anytime thereafter.

Section 2. Bylaws. Contemporaneously herewith the Association by unanimous vote has adopted the Bylaws governing the Kierstin Place Homeowners Association. The Bylaws shall contain provisions not inconsistent with this Declaration of Covenants, Conditions, and Restrictions.

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


Section 3. Amendment. The covenants and restrictions of this Declaration 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and

thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. An amendment must be recorded. However, the provisions under Article II, Section 1b or under this Article, Section 4, may not be amended, unless HBB DEVELOPMENT, INC or Larry Bailey has agreed to such amendment in writing.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with consent of a unanimous vote (4 of 4) of each class of members. However, each Owner covenants and agrees that if additional residential property and/or Common Area is annexed to the Properties that HBB DEVELOPMENT, INC or Larry Bailey shall receive an amount of One hundred forty five thousand and no/100 (\$145,000.00) which shall become due immediately upon such annexation unless otherwise paid under Article II, of this Agreement. The amount outstanding shall accrue interest at the rate of Ten Percent (10%) per annum and each Owner, as well as the Association, shall be jointly and severally liable for the amount due to HBB DEVELOPMENT, INC or Larry Bailey. HBB DEVELOPMENT, INC or Larry Bailey shall be entitled to recover reasonable legal fees and costs incurred in enforcing the provision of the Section or Article II, Section 1b.

IN WITNESS WHEREOF, as the President of the Kierstin Place Homeowners Association has signed this document this 19th day of March, 2012.

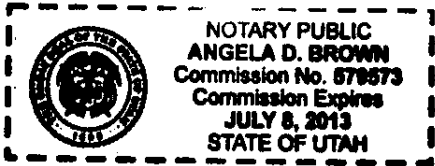
KIERSTIN PLACE HOMEONWERS ASSOCIATION

CHAD BRET FORREST


President

State of Utah)
) ss.
County of Salt Lake)

On March 19th, 2012, personally appeared before me Chad B. Forrest
and who duly swore or affirmed that he/she is the President of the Kierstin Place
Homeowners Association and that said document was signed on behalf of that
Association by authority of its Bylaws.



Angela D. Brown
Notary Public

My Commission expires: July 8, 2013