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957818

#38-32 DOUG PROFFS
WEBER COUNTY RECORDER
DEPUTY *Gantkins*

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF MEADOW BROOK CONDOMINIUM

JAN 14 12 30 PM '86

FILED AND RECORDED FOR
E. J. Nixon

THIS DECLARATION in made and entered into this 14th day of

Jan, 1986, by E. J. Nixon, Jr., Nixon & Nixon, hereinafter referred to as Declarant.

12-091-0052
12-144-0001/HW 0058

1. Purpose: Declarant as the owner hereby declares, covenants and encumbers the real property described on Exhibit A hereto and each part thereof to the covenants, conditions, easements and restrictions contained in this Declaration for the mutual benefit of the whole tract and each part thereof. These covenants, conditions, easements and restrictions shall run with said property and the owners thereof.

2. Property: Declarant is the owner of the real property described on Exhibit A hereto, hereinafter referred to as property.

3. Additional Property: Declarant reserves the absolute right for a period of up to ten (10) years, at its option, to expand the property subject to this Declaration, by adding thereto from time to time any or all of the real property described in Exhibit B hereto.

4. Association: Declarant shall establish a Home Owners Assn., a nonprofit corporation of the State of Utah. The owner of each lot described on Exhibit A shall have one membership in the Association.

5. Easements: Each lot having a zero lot line is granted an appurtenant easement along said line for the purpose of reasonably maintaining their structures located on or about said lot line and for the placement of utility meters. This easement shall be five (5) feet in width from the side of any structures within five (5) feet of said zero lot line. No improvements shall inhibit access to the easement.

SUB 1483 PAGE 570

6. Common Areas: The common areas as described in Exhibit A shall be owned and regulated by the Association. The Association may control, regulate, and encumber said common area. It may also convey said common areas pursuant to majority vote of its entire membership to any public entity. However, such conveyance shall reserve to all owners of the property rights of ingress and egress and a right and easement of enjoyment to all common areas.

7. Maintenance: Roads, water and sewer will be privately owned and maintained by the Home Owners Association.

8. Association Assessments: The Association may assess lot owners for expenses incident to the Association, but such Assessments shall not exceed TWELVE AND NO/100 DOLLARS (\$12.00) monthly for the initial two years but thereafter shall be adjusted by the Association.

Each lot is impressed with a lien for and assessments including late charges, attorneys fees and costs necessary to collect the same from the date of the initial sale of the same by Declarant. Any assessment not paid when due shall have added to it a late charge of \$5.00 per month until paid.

9. Architectural Control: The Declarant shall appoint an initial three (3) member committee known as the Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within and on the lots harmonize with existing surroundings and structures. At the time that ninety (90%) of the lots have been conveyed by Declarant, the Board of Directors shall then appoint a new Architectural Control Committee. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee. This Committee shall function during the period this Declaration is in effect.

No unit, accessory, or addition to a Unit which is visible from the Common Areas, or other improvement of a Lot which is visible from the Common Areas, or other improvements of a Lot which is visible from the Common Areas shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Unit shall be performed by individual Owners or by the Association unless complete plans and specifications therefore have first been submitted to and approved by the Architectural Control Committee.

In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, exterior colors, and alterations on Lots conform to and harmonize with existing surroundings and structures.

Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

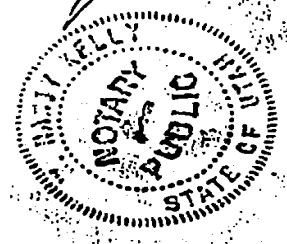
The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping or alteration which is carried out by Declarant on any Lot or any part of the Common Areas and which occurs at any time during the five (5) year period following the date on which this Declaration is filed for record in the office of the Recorder of Weber County, Utah.

10. Arbitration: In the event of any dispute arising out of the interpretation of these conditions, covenants, easements and/or restrictions or the activities of the Association, disputes shall be resolved by arbitration in accordance through the regular procedures of the American Arbitration Association.

DATED this 14th day of January, 1986.

NIXON & NIXON, INC.
[Signature]
By: E. J. Nixon, Jr.

NOTARY Randy Kelly
EXPIRES 1-19-88
RESIDING Cleveland, Ohio



SHAW 1483 PAGE 573

BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 17, T.6 N., R.1W., S.L.B. & M., U.S. SURVEY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE CENTERLINE OF 900 SOUTH STREET N89 09'45"W, 932.97 FT. FROM THE OGDEN CITY SURVEY MONUMENT AT 900 SOUTH AND WALL AVE., BEING ALSO N1 06'53"E, 0.30 FT. AND N89 09'44"W, 1316.90 FT. FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 20, AND RUNNING THENCE S0 50'15"W, 33.00 FT. TO THE SOUTH LINE OF 900 SOUTH STREET; THENCE S89 09'45"E, 42.90 FT. TO THE CORNER OF CENTURY VILLAGE SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, S0 50'15"W, 90.00 FT., N 89 09'45"W, 561.00 FT. AND S 40 00'W, 197.99 FT. TO MILL CREEK; THENCE ALONG MILL CREEK THE FOLLOWING SIX COURSES, N 76 26'W, 144 FT., N 17 20'W, 161 FT., N 61 43'W, 38 FT., S 66 31'W, 51 FT., N 63 07' 16"W, 99.66 FT. AND N 35 07'11"W, 60 FT. TO A POINT ON THE SOUTH LINE OF SAID SECTION 17, BEING S 89 13'40"E, 297 FT. FROM THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N 52 06'E, 176 FT.; THENCE N 62 17'31"E, 239.22 FT. TO A POINT ON A 300 FT. RADIUS CURVE; THENCE ALONG THE ARC OF SAID CURVE 16.78 FT. (LC. = S 29 18'40"E, 16.77 FT.); THENCE N 45 12'E, 112.17 FT.; THENCE S 89 09'45"E, 60 FT.; THENCE N 9 41'57"W, 110.19 FT.; THENCE N 13 59'33"E, 104.61 FT.; THENCE S 89 09'45"E, 235 FT.; THENCE S 59 09'45"E, 296.68 FT.; THENCE S 89 09'45"E, 48.91 FT. TO AN EXISTING FENCE CORNER BEING N 89 09'45"W, 242.29 FT., N 11 47'W, 323.81 FT. AND N 89 09'45"W, 600 FT. FROM THE INTERSECTION OF THE WEST PROPERTY LINE OF WALL AVE. AND THE NORTH PROPERTY LINE OF 900 SOUTH STREET; THENCE S 0 50'15"W, 349 FT. TO THE POINT OF BEGINNING.

BOOK 148, PAGE 574

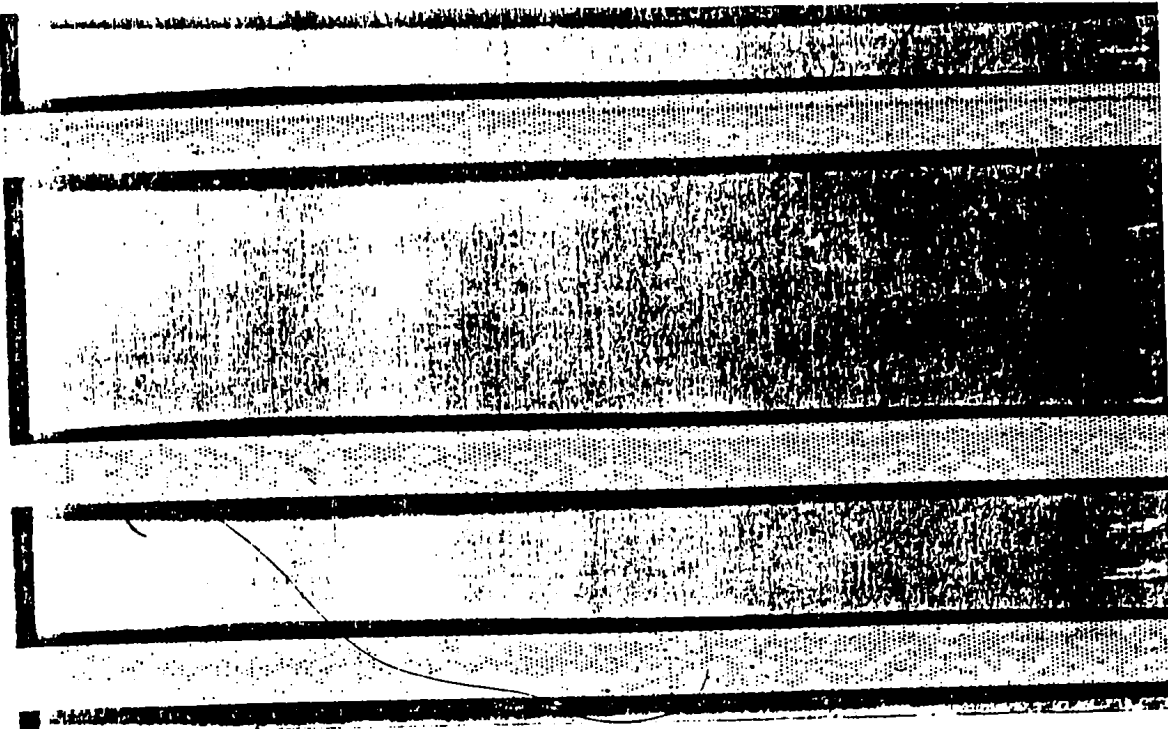


Exhibit B

A - 040 PROPERTY DESCRIPTION

SERIAL # 12-091-0052

ACTION CODE

AS OF 00/00/00 CHANGE YEAR AND CODE 00,ORIG ACRES 0023.00

ACT NBR
011 PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,
012 RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING NORTH
013 771.54 FEET AND WEST 825 FEET FROM THE SOUTHEAST CORNER OF
014 SAID SOUTHWEST QUARTER; THENCE WEST 1617 FEET, THENCE SOUTH
015 10.20 CHAINS TO MILL CREEK; THENCE SOUTHEASTERLY ALONG MILL
016 CREEK TO 9TH STREET; THENCE EASTERLY ALONG STREET TO A POINT
017 914.79 FEET NORTH 89D09'45" WEST OF WALL AVE; THENCE NORTH
018 0D50'15" EAST 316 FEET; THENCE SOUTH 89D09'45" EAST 495
019 FEET; THENCE NORTH 0D54' EAST 407 FEET, MORE OR LESS TO THE
020 POINT OF BEGINNING. CONTAINS 23.0 ACRES.

BOOK 1483 PAGE 575

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