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3649358

RESTRICTIVE COVENANT
OF ANGEL STREET SUBDIVISION

1150
Kathleen Pope
of Angel Street Subdiv

FEB 19 11 40 AM '82

KATHLEEN POPE
RECORDER
SALT LAKE COUNTY
UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of all of the lots in the Angel Street Subdivision, consisting of Lots 1-22 of the Angel Street Subdivision according to the official plat thereof, recorded in the Office of the Salt Lake County Recorder, State of Utah, and

WHEREAS, at certain times of the year a need has arisen to drain off subsurface waters from the subdivision, and

WHEREAS, the developer of the subdivision has installed pumps and related equipment to drain the water from the subdivision at necessary times of the year, and

WHEREAS, costs will be incurred in the future in maintaining the pump and related equipment and in furnishing power to operate the pump, and

WHEREAS, the pump and related equipment is operated to the benefit of all of the lots within the subdivision and the costs incurred incident thereto should be paid on a pro rata basis by all of the owners of the subdivision,

NOW THEREFORE, the undersigned submit all of Lots 1-22 of the Angel Street Subdivision to the following Restrictions and Covenants:

1. These Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all of the parties and to all persons owning lots in Angel Street Subdivision and to their heirs, assigns, and successors in interest.

2. The costs and expenses incurred in operating, servicing, maintaining and replacing the pumps and related equipment for the subsurface drainage of the Angel Street Subdivision should be paid on a pro rata basis by all of the owners of lots within the subdivision.

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3. To facilitate the operation, repair, maintenance and replacement of the pumps and equipment included within the subsurface drainage system in Angel Street Subdivision, the owners of the subdivision may establish by incorporation or otherwise an association of owners which may be called the Angel Street Subdivision Homeowners' Association, which shall be empowered to operate, repair, maintain and replace the pumps and related equipment.

4. The parties hereto agree to pay periodic assessments to provide for the payment of the costs and expenses arising out of the operation, repair, maintenance and replacement of the pumps and equipment.

5. All sums assessed to the owners of any lot within the Angel Street Subdivision for the purposes herein described, shall be secured by a lien on each such owner's lot within the subdivision. To evidence a lien for any sums assessed, but unpaid, a written Notice of Lien may be prepared setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the lot and a description of the lot.

6. The amount of any assessment hereunder shall be the personal obligation of the owner of each such lot and suit may be maintained to recover a money judgment for such personal obligation or suit may be filed to enforce the lien securing the assessment by judicial foreclosure.

DATED this 18 day of Feb., 1982.

AMERICAN SAVINGS & LOAN ASSOCIATION
Owner of Lot Nos. 3-6, 8, and 11-22

By Norman L. Junt U.P.

OWNER OR CONTRACT PURCHASER
of Lot No. 1

OWNER OR CONTRACT PURCHASER
of Lot No. 7

OWNER OR CONTRACT PURCHASER
of Lot No. 10

OWNER OR CONTRACT PURCHASER
of Lot No. 2

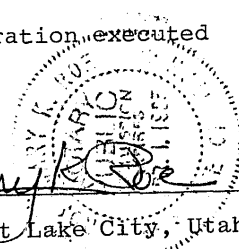
Stuart R. Hopkins
Walter D. [unclear]

OWNER OR CONTRACT PURCHASER
of Lot No. 9

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

On the 18th day of February, 1982, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Norman L. Frost, who being by me duly sworn did say that he is the Vice President of American Savings & Loan Association, a Utah corporation, and that the foregoing Restrictive Covenants of Angel Street Subdivision was signed in behalf of said corporation by authority of its By-laws or a resolution, and that said corporation executed the same.



Rosamund J. Rose
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

4-1-83

STATE OF UTAH /
/ ss.
COUNTY OF /

On the 16 day of February, 1982 personally appeared before me Stanley R. Hofheins
Warren R. Hofheins and _____
who being by me duly sworn acknowledge that they signed the foregoing instrument.


Fred H. Stevenson
NOTARY PUBLIC
Residing at:

My Commission Expires:

2-27-85