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BOOK 1014 PAGE 6

RUTH JAMES OLSEN
WEBER COUNTY CLERK

Ruth James Olsen

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

MILLSTREAM CONDOMINIUM PHASE NUMBER 4

AND

AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS OF MILLSTREAM

CONDOMINIUM PHASES NUMBER 1, 2, and 3

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" is made and executed in Ogden, Weber County, State of Utah, this 10TH day of January, 1973, by THOMAS J. MILLER and DA LANE R. MILLER, husband and wife, hereinafter designated and referred to as "DECLARANT", pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property situate in Ogden, Weber County, State of Utah, to-wit:

Part of the Southeast Quarter of Section 21 and the Southwest Quarter of Section 22, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: BEGINNING at a point South 0° 31' West 397.10 feet and North 87° 26' West 5.25 feet from the Northeast corner of the Southeast Quarter of said Section 21, and running thence South 0° 31' West 233.00 feet, thence North 89° 29' West 229.88 feet, thence South 0° 31' West 74.76 feet, thence North 89° 29' West 30.00 feet, thence South 0° 31' West 146.16 feet, thence North 88° 31' East 219.26 feet, thence South 89° 29' East 228.18 feet, thence North 1° 20' East 439.37 feet to the South bank of irrigation ditch, thence North 87° 26' West along ditch 193.91 feet to the point of beginning.

WHEREAS, Declarant is the owner of certain garden apartment buildings and certain other improvements heretofore or hereafter to be constructed upon said premises; and,

WHEREAS, the said garden apartment buildings and other improvements aforesaid have been or will be constructed in

13-141-0001 to 13-141-0024

accordance with the plans and drawings set forth in the Record of Survey Map filed and recorded herewith; and,

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described property and the buildings and other improvements to the provisions of the Utah Condominium Ownership Act as a condominium project; and,

WHEREAS, the said property, buildings and improvements are sometimes hereinafter referred to as Phase 4; and,

WHEREAS, Declarant has heretofore filed of record that certain Declaration of Covenants, Conditions and Restrictions, Millstream Condominium, Phase Number 1, dated the 31st day of July, 1969, recorded in Book 931, Page 314 of Records, as Entry Number 529048, on December 10, 1969; and that certain Record of Survey Map recorded in Book 16, Page 35 of Plats as Entry Number 529047 on December 10, 1969, relating to the property, buildings and improvements therein described and herein sometimes referred to as Phase 1; and has heretofore filed of record that certain Declaration of Covenants, Conditions and Restrictions, Millstream Condominium, Phase 2 and Amendment to Declaration of Covenants, Conditions and Restrictions of Millstream Condominium, Phase Number 1, dated the 29th day of January, 1971, recorded in Book 959, Page 494, et seq, as entry Number 545901 on February 4, 1971, and that certain Record of Survey Map recorded in Book 16, Page 71 of Plats as Entry Number 545900 on February 4, 1971, relating to the property, buildings and improvements therein described and herein sometimes referred to as Phase 2; and has heretofore filed of record that certain Declaration of Covenants, Conditions and Restrictions, Millstream Condominium, Phase 3 and Amendment to Declaration of Covenants, Conditions and Restrictions of Millstream Condominium, Phases Number 1 and 2, dated the 25th day of June, 1971, recorded in Book 969, Page 327 et seq, as Entry Number 552962 on June 25, 1971 and that certain Record of Survey

Map recorded in Book 16, Page 89 of Plats as Entry Number 552963 on June 25, 1971, relating to the property, buildings and improvements therein described and herein sometimes referred to as Phase 3; and

WHEREAS, Declarant desires and intends to sell the fee title to the apartment units contained in said Phase 4, together with the undivided ownership interests in the common areas and facilities as is hereinafter more specifically provided for to various purchasers, subject to the covenants, conditions, restrictions and limitations reserved to be kept and observed; and,

WHEREAS, pursuant to the Declaration relating to Phases 1, 2, and 3 and the agreements in writing attached to deeds of conveyance between Declarant and purchasers of units in Phases 1, 2, and 3, Declarant desires to amend said Declaration to provide that the common areas and facilities of Phase 4 shall be included in the common areas and facilities of Phases 1, 2 and 3 and the common areas and facilities of Phases 1, 2, and 3 shall be included in the common areas and facilities of phase 4, and to establish one condominium project of Phases 1, 2, 3, and 4. The property of Phases 1, 2, 3, and 4 is in Weber County, State of Utah, and is described as follows:

Part of the Southeast Quarter of Section 21 and the Southwest Quarter of Section 22, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S.Survey: BEGINNING at a point on the North line of 16th Street, South 0° 31' West 978.44 feet from the Northeast corner of the Southeast Quarter of said Section 21, said point of beginning being North 86° 31' East 376.00 feet from the Northeast corner of the intersection of Brinker Avenue and 16th Street, and running thence South 86° 31' West 46.04 feet, thence North 0° 31' East 138.48 feet, thence South 88° 31' West 219.26 feet, thence North 0° 31' East 146.16 feet, thence North 89° 29' West 110.00 feet to the East line of Brinker Avenue (said point being North 0° 31' East 300.00 feet from the Northeast corner of the intersection of Brinker Avenue and 16th Street), thence North 0° 31' East along the East line of Brinker Avenue 321.00 feet to the South bank of irrigation ditch, thence South 87° 26' East along ditch 564.03 feet, thence South 1° 20' West 562.03 feet to North line of 16th Street, thence South 86° 31' West 180.94 feet to the point of beginning. Contains 6.13 acres.

NOW, THEREFORE, Declarant hereby publishes and declares that all of the property in Phase 4 is held and shall be held, conveyed, hypothecated, encumbered, rented, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, which shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person, legal or natural acquiring or owning an interest in the same and such persons, successors, assigns, executors, administrators, heirs and devisees.

1. NAME: The above described Phase 4 property, buildings, improvements and appurtenances thereto are submitted to the provisions of the Utah Condominium Ownership Act, as a condominium project to be known as MILLSTREAM CONDOMINIUM, Phase Number 4.

2. DESCRIPTION OF BUILDINGS: The said Phase 4 project consists of six buildings designated F, G, H, I, J and K. Each building has four (4) apartment units for a total of twenty four (24) apartment units in Phase 4. Locations, values, number of rooms and square footage are as follows:

BLDG.	APARTMENT UNIT NO.	LOCATION	VALUE	NO. OF ROOMS	SQ. FOOTAGE
F	21	N/W corner of bldg.	\$21,500.00	4, (excluding baths)	1128
F	22	S/W corner of bldg.	21,500.00	4	1128
F	23	N/E corner of bldg.	21,500.00	4	1128
F	24	S/E corner of bldg.	21,500.00	4	1128
G	25	N/W corner of bldg.	21,500.00	4	1128
G	26	S/W corner of bldg.	21,500.00	4	1128
G	27	N/E corner of bldg.	21,500.00	4	1128
G	28	S/E corner of bldg.	21,500.00	4	1128
H	29	N/W corner of bldg.	21,500.00	4	1128
H	30	S/W corner of bldg.	21,500.00	4	1128
H	31	N/E corner of bldg.	21,500.00	4	1128
H	32	S/E corner of bldg.	21,500.00	4	1128
I	33	N/W corner of bldg.	20,000.00	4	1039
I	34	S/W corner of bldg.	20,000.00	4	1039

I	35	N/E corner of bldg.	20,000.00	4	1039
I	36	S/E corner of bldg.	20,000.00	4	1039
J	37	N/W corner of bldg.	17,550.00	4	1039
J	38	S/W corner of bldg.	18,300.00	4	1039
J	39	N/E corner of bldg.	17,550.00	4	1039
J	40	S/E corner of bldg.	18,300.00	4	1039
K	41	N/W corner of bldg.	17,550.00	4	1039
K	42	S/W corner of bldg.	17,550.00	4	1039
K	43	N/E corner of bldg.	17,550.00	4	1039
K	44	S/E corner of bldg.	17,550.00	4	1039

The said Phase 4 buildings are or shall be constructed of steel, concrete, masonry and wood.

3. COMMON AREAS AND FACILITIES: The common areas and facilities of Phase 4 shall be and are all of the land and roofs, foundations, pipes, ducts, flues, chutes, conduits, wires, and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, greens, gardens, service streets, parking areas, fencing, recreational areas, all installations of power, lights, gas and water, common television antenna, main air conditioning chillers; those common areas and facilities designated as such on the map; and the common areas and facilities of Phase 4 with the uses and restrictions thereto appertaining.

4. LIMITED COMMON AREAS AND FACILITIES: The limited common areas and facilities of the project shall be and are the private court yards, car ports or garages, which are hereby set aside and reserved for the use of the respective apartment units to which they are attached and/or appurtenant and as designated on the map to the exclusion of the other apartments and the limited common areas and facilities of Phases 1, 2 and 3 with the uses and restrictions thereto appertaining.

5. APARTMENT UNITS: The apartment units, sometimes called units and sometimes called apartments are as designated on the map and are the elements of the condominium which are not owned in common with the owners of the other units. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, basement floors, if any, ceilings, windows and window frames, door and door frames and trim, and includes the portions of the buildings so described and the air space so encompassed. Included in the individual ownership and not owned in common are the individual heating units with blowers, water heaters, ranges, refrigerators, dishwashers, garbage disposals, washers and dryers attached to or used in connection with the apartment units.

6. COMBINED PHASES: The common areas and facilities of Phases 1, 2 and 3 include the common areas and facilities of Phase 4. The limited common areas and facilities of Phases 1, 2 and 3 include the limited common areas and facilities of Phase 4 with the uses and restrictions thereto appertaining.

Phases 1, 2, 3 and 4 shall be one condominium project.

7. OWNERSHIP OF COMMON AREAS AND FACILITIES: The proportionate share of the separate owners of the respective apartments in the common areas and facilities is based on the proportionate value that each of the apartments bears to the total value of all of the property and is as follows:

BUILDING	APARTMENT UNIT NO.	PERCENTAGE OF OWNERSHIP IN THE COMMON AREAS AND FACILITIES
A	1	2.42117
A	2	2.42117
A	3	2.42117
A	4	2.42117
B	5	2.42117
B	6	2.42117
B	7	2.42117
B	8	2.42117
C	9	2.42117
C	10	2.42117
C	11	2.42117

C	12	2.42117
D	13	2.06081
D	14	1.97635
D	15	2.06081
D	16	1.97635
E	17	2.16216
E	18	2.25225
E	19	2.16216
E	20	2.25225
F	21	2.42117
F	22	2.42117
F	23	2.42117
F	24	2.42117
G	25	2.42117
G	26	2.42117
G	27	2.42117
G	28	2.42117
H	29	2.42117
H	30	2.42117
H	31	2.42117
H	32	2.42117
I	33	2.25225
I	34	2.25225
I	35	2.25225
I	36	2.25225
J	37	1.97635
J	38	2.06081
J	39	1.97635
J	40	2.06081
K	41	1.97635
K	42	1.97635
K	43	1.97635
K	44	1.97635

8. APARTMENT VALUES TOTALS: The total value of all apartments in Phase 4 is \$479,900.00. The total value of all apartments in Phases 1, 2, 3 and 4 is \$888,000.00.

9. PROPERTY VALUES: The value of the property of Phase 4 as defined by the Utah Condominium Ownership Act is \$563,900.00. The total value of the property of Phases 1, 2, 3 and 4 is \$1,042,000.00.

10. Paragraph 1, Definitions of Declaration relative to Phase 1, is adopted herein by references as Paragraph 10.

11. Paragraphs ten (10) through and including 42 of the said Declaration of Phase 1 are adopted herein by reference as paragraphs ten (10) through and including 42, excepting however, Paragraph 33, which is amended to read as follows:

"33. Maintenance of Units. Each unit owner at his expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all

redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damages to the building or buildings caused by the act, negligence or carelessness of the owner or that of the owner's family or of the family of any lessee or sub-lessee, or any agent, employee or guest of the owner of his lessee or sub-lessee, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, refrigerators, heating equipment and blowers, dishwashers, disposals, ranges, washers, dryers, barbeques, automatic garage door operators, etc., that may be in or connected with the unit. The owner shall have and be entitled to exclusive use and possession of the private courtyards, garages or utility rooms, attached to his unit, and shall be responsible for the maintenance and upkeep thereof, provided, however, that without written permission of the management committee first had and obtained, the owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, private courtyards, garages or utility rooms, or on or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

No radio or T.V. antenna or aerial shall be installed on the outside of any building contained within the project without written consent of the committee."

12. Paragraph 8 of said Declaration of Phase 3 shall hereby be amended to read as follows:

"8. APARTMENT VALUES. The value of each apartment in Phase 3, the total value of all apartments in Phase 3 and the total value of all the apartments in Phases 1, 2, and 3 is as follows:

<u>BUILDING</u>	<u>APARTMENT UNIT NO.</u>	<u>VALUE</u>
D	13	\$18,300.00
D	14	17,550.00
D	15	18,300.00
D	16	17,550.00
E	17	19,200.00
E	18	20,000.00
E	19	19,200.00
E	20	20,000.00

The total value of all apartments in Phase 3 is \$150,000.00. The total value of all apartments in Phases 1, 2, and 3 is \$408,100.00."

MADE AND EXECUTED as of the day and year first above written.

Thomas J. Miller

THOMAS J. MILLER

Da Lane R. Miller

DA LANE R. MILLER

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

Personally appeared before me on the 10TH day of January, 1973, THOMAS J. MILLER and DA LANE R. MILLER, husband and wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Patsy Lannone

NOTARY PUBLIC

Residing At: Ogden, Utah

My Commission Expires: 5/15/75

