

8313650

16-15-479-001

**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
ANJA CONDOMINIUMS**

THIS DECLARATION is made and executed this 7<sup>th</sup> day of Aug, 2002 by Daniel Ivan (hereinafter referred to as "Declarant").

**RECITALS:**

1. Declarant is the record owner of that certain Property more particularly described in Article II of this Declaration.
2. Various improvements have been made to the Property described in Article II of this Declaration so as to enable its use as a condominium complex. Declarant desires to provide for the preservation of the values and amenities in said complex and for the maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.
3. Declarant deems it desirable, for the efficient preservation of the values and amenities in the Project, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer ANJA Condominiums Homeowners Association, a group comprised of the owners of the real property described in Article II herein. The Association will be just as the name implies, an association of homeowners who, by their acting in unity according to their guidelines set forth herein, may direct the affairs of the ANJA Condominiums.  
NOW THEREFORE, for the foregoing purposes, Declarant hereby declares that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

**I. DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled "Recitals") the following terms shall have the meanings indicated:

*Association* shall mean and refer to ANJA CONDOMINIUMS

1. HOMEOWNERS ASSOCIATION, an association of the owners of the real property located in the ANJA Condominiums, Salt Lake City, State of Utah.

BK8629PG4613

2. *Common Areas and Facilities* shall mean the entire Condominium excluding the units and any limited Common Areas. Each unit has a 50 % interest in the common area.
3. *Declarant* shall mean and refer to Daniel Ivan, and/or any successor which, by operation of law, through a voluntary conveyance, transfer, or assignment, or as a result of the foreclosure of an encumbrance granted by Declarant, comes to stand in the same relationship to the project.
4. *Declaration* shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.
5. *Living Unit* shall mean and refer to the condominium located on the lot.
6. *Member* shall mean and refer to every person who holds membership in the Association.
7. *Mortgage* shall mean and include a first mortgage on any Lot or a first deed of trust on any Condominium.
8. *Mortgagee* shall mean and include both a mortgagee under a first mortgage on any Unit and a beneficiary under a first deed of trust on any Condominium.
9. *Owner* shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any mortgage, deed of trust, or like instrument. The term Owner shall not mean or included a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
10. *Plat* shall mean and refer to the following duly approved and recorded plats:
  11. The Plat filed herewith, entitled "ANJA Condominiums" as executed and acknowledged by Declarant.
  12. *Project* shall mean and refer to ANJA Condominiums as shown on the Plat and governed by this Declaration.
  13. *Property* shall mean and refer to the tract of real property described in Article II of this Declaration.

## II. PROPERTY DESCRIPTION

The property which is initially to be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following-described real property situated in the City of Salt Lake, Salt Lake County, State of Utah:

BK8629PG4614

Situated in the County of Salt Lake, State of Utah:

Beginning at the northeast corner of lot 1, Indian terrace lots 26 and 24 amended subdivision at a point which lies N.0°17'39" W. 897.56 feet and N.89°45'00"W. 140.00 feet from the southeast corner of section 15, township1 south, range 1 east; and running thence S.0°17'39"E. 57.00 feet; thence N.89°45'00"W. 3.00 feet; thence N64°43'34"W. 111.01 feet to a point on the arc of a 162.47 foot radius curve to the left; thence along the arc of said 162.47 foot radius curve to the left 71.02 feet (long chord bears N.21°26'41"E. 70.45 feet); thence S.89°45'00"E. 77.05 to the point of beginning. Contains 8,061 S.F.

\* THENCE S. 0°17'39"E. 75.67 FEET;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

EXCLUDING all presently existing or to-be-constructed of installed utility lines and related facilities which are now or hereafter owned by any governmental or quasi -governmental authority or by any public or private utility company, including (without limitation) all water pipes, lines, and related facilities now or hereafter located within the Project, and all easements appurtenant thereto .

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; and all Patent reservations and exclusions.

### III. ASSOCIATION MEMBERS AND VOTING RIGHTS

1. *Membership.* Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory.
2. *Voting Rights.* The Association shall have the following-described two classes of voting membership:
3. A. Members shall be all Owners. Each Owner shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held.

BK8629PG4615

#### IV. PROPERTY RIGHTS IN COMMON AREAS.

1. *Form for Conveyancing.* Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a condominium shall describe the interest or estate involved substantially as follows:

Unit No. \_\_\_\_\_ contained within ANJA Condominiums, as said Unit is identified in the Plat recorded in Salt Lake County, Utah, on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_ and in the "Declaration of Covenants, Conditions, and Restrictions of ANJA Condominiums, recorded in Salt Lake County, Utah, on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.

SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities in said development.

Whether or not the description employed in such instrument is in the above-specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Notwithstanding any inference that can be drawn from this Declaration to the contrary, the owner of each Unit shall be responsible for the payment of any and all charges and fees (including hookup fees) relating to culinary water of any source, and the Association shall not be liable for any part of such charges, assessments, or fees.

#### V. OPERATION AND MAINTENANCE

- 4 *Maintenance by Owners and Related Costs.* Each Living Unit shall be maintained by the Owner thereof in a clean and orderly condition and in such condition as does not detract from the appearance of the Property and as does not affect adversely the value or use of any other Living Unit, or the common area. Each condominium Owner, and not the Association, shall be responsible to pay for utility services (including, without limitation, both hookup and installation fees and periodic charges) which are separately charged, billed, and/or metered to his Lot by governmental or quasi- governmental authorities or by public or private utility companies.

#### VI. MISCELLANEOUS

1. *Right to build on the lots.* Owners are not allowed to build structures that will obstruct the view of other homeowners in the neighborhood. Owners shall not allow vegetation or any type of landscape on the property to obstruct the view of other homeowners in the neighborhood.

The Association shall make available to condominium Owners, to lenders, and to holders, insurers, or guarantors of any mortgage current copies of this Declaration, the Plat, and any rules concerning the Project. "Available," as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

BK8629PG4616

