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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 EAST STRATFORD DEVELOPERS LLC
 32 W 200 S STE 222
 SLC UT 84101
 BY: EPM, DEPUTY - WI 12 P.

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTSIONS
 FOR THE EAST STRATFORD CONDOMINIUM ASSOCIATION**

THIS DECLARATION, made this 24th day of April, 2007 by East Stratford Developers LLC, as the owner of record of all of the units and other real property (the "Units) in the East Stratford Condominium Development (the Development) hereafter referred to as the "Declarant":

A. Declarant is the owner of real property known as the East Stratford Condominium Development Described as follows:

See Exhibit A.

B. Declarant / predecessor of interest, has subdivided the above-described property, in accordance with unit plats, to be approved by the Salt Lake City Department of Planning, and which are filed con-currently herewith, in the Office of the County Recorder of Salt Lake County, State of Utah.

C. Declarant desires, by filing of this Declaration and the aforesaid Unit Plat, to submit the above-described property, and all units within the above-described property and as shown on the Unit Plat, to the provisions of this Declaration of Covenants, Conditions and Restrictions, and hereby specifies that this declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding, on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said condominium development.

NOW THEREFORE, as part of the General plan for improvement of the above-described real property, the undersigned hereby declares said property subject to the Covenants, Conditions and Restrictions herein recited.

**ARTICLE I
DEFINITIONS**

Section 1.01 : "Association" and "HOA" shall mean and refer to the East Stratford Condominium Homeowners Association, as further described hereinbelow.

Section 1.02 : "Property" or "Project" shall mean all the real property described above, consisting of all acreage and any and all annexations to East Stratford Condominiums.

Section 1.03: "Unit" shall refer to any one of the units included in the eight unit development shown upon any recorded plat of the property, with the exception of common areas.

Section 1.04: "Owner" shall mean the record owner of a fee simple title to any unit which is a part of the Property, but excludes any person or entity which holds an interest merely as security for the performance of an obligation.

Section 1.05: "Mortgage - Mortgagee - Mortgagor"; reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 1.06: "Member" shall mean and refer to every person or entity that holds Membership in the Association. An owner must be a member of the Association.

Section 1.07: "Family" shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 1.08: "Common Area" shall mean property owned by the Association for the common use and benefit of the members of the association.

Section 1.09: "Management Committee" or "Committee" shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article VI, herein.

ARTICLE II CLASSIFICATION OF PROPERTIES

The property in the subdivision shall be considered in two classifications, namely dwelling units and Common Area. Dwelling units shall be utilized by the owners thereof subject to the Covenants, Conditions and Restrictions set forth below, as well as any other requirement or restriction of applicable municipal, county, state or federal laws or regulations.

The Common Area of the project consists of hallways, parking area, yard around the building, the perimeter fence, and the water system, natural gas system, roof, and electrical supply.

For Common Area Interest, see Exhibit B.

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a unit, which is subject to assessment by the Association. Ownership of a unit shall be the sole qualification for membership.

ARTICLE IV MANAGEMENT

Performance of the duties and obligations of the Association shall be the responsibility of the Management Committee. The Management Committee shall have the duties, power and authority, to perform the following acts, consistent with this declaration, the bylaws, and rules of the condominium association among others:

- 1.) Levy Assessments, in the manner set forth below, for the following purposes, among others: maintenance and improvement of common areas such as hallway, parking area, and the roof.
- 2.) Provide for, or contract for snow removal from the sidewalk, and such repairs, maintenance or alteration to the sidewalk as from time to time may be necessary; and enforce, in the manner described below, these Covenants, Conditions and Restrictions.
- 3.) The Association may undertake such further duties and responsibilities as may become reasonable or necessary, and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein.

ARTICLE V VOTING RIGHTS

Members of the Association, as defined in Article III, above, shall have voting rights in the management of the Association.

Each person or entity that is a record owner of a fee or undivided fee interest in any unit which is subject by covenants of record to assessment by the association, including the Declarant, shall have one recognized vote for each unit owned by that person or entity in accordance with the bylaws of the association.

ARTICLE VI MANAGEMENT COMMITTEE

Initial Management Committee: Until such time as the Declarant has sold 6 units in the project, the Declarant shall be the Association Management Committee, and shall exercise the rights and duties thereof. The Declarant reserves the right to approve an election for a Successor Management Committee prior to selling six units.

Successor Management Committee: At such time as six units are sold, the members of the association, as defined in Article III, shall hold an election for the offices of President, Vice President/ President Elect, and Secretary to consist of no less than three (3) members, one of whom may be the Declarant. These elected members shall serve as the Management Committee.

The elected members shall serve in their respective offices for terms not to exceed two years. Upon the conclusion of two years, the Vice President/ President Elect, shall be appointed to the position of President. The remaining offices shall be filled by a general election for Vice President/ President Elect and Secretary.

If the Declarant so desires, the members of the association may, with the Declarant's approval, hold an election for a Successor Management Committee prior to such time as when the Declarant has sold six units. The association may at that time adopt such by-laws, rules or regulations as it may deem reasonable or necessary, addressing the terms of office of management committee members, resignations, terminations and the like.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation of assessments: The Declarant, for each unit owned by it within the Project is not liable for any annual assessments or any special assessments. Each owner of any Unit, by acceptance of a deed or conveyance thereof, whether or not is shall be so expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 7.02. Purpose of Assessments: The assessments levied by the association shall be used for the following purposes, among others: maintenance of parking lot, maintenance and repair of exterior of building, (including roof, siding, yard, and sidewalk) and snow removal, maintenance and repair of the entryways, and for the operation and maintenance of the common plumbing and sewer system, maintenance and repair of common natural gas system, and maintenance and repair of common electrical system.

Section 7.03. Basis and Maximum of Annual Assessment: Until the Management Committee, whether in the person of the Declarant or a Successor Committee, provides otherwise, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$2,400.00) per unit. The maximum annual assessment may be changed; effective January 1 of each year, without a vote of the membership, in conformance with the appropriate expenditure record of the previous year, adjusted in accordance with expected expenditures for the following year. After consideration of current maintenance costs and future needs of the Association, the Management Committee may fix the annual assessment at an amount sufficient to fulfill the needs of the Association. Whenever annual assessments are increased or decreased, the Management Committee shall provide to each member a summary of the record of expenditures of the prior year, and a statement of the basis of expected expenditures for the following year upon which the change in annual assessment is based.

Section 7.04. Special Assessments: In addition to the annual assessments authorized above, the Management Committee may levy in any assessment year, such

special assessments, applicable for that year only, as may be necessary for the following purposes, among others: paying the cost of any construction or reconstruction, unexpected repair or replacement of or to the sidewalks and common area within the project, maintenance and repairs of the entryways, and for the operation and maintenance of the common plumbing and sewer system, maintenance and repair of common natural gas system, and maintenance and repair of common electrical system.

Section 7.05. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all units on the date of closing when initially sold or transferred by the Declarant.

Section 7.06. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within 30 days after due date, the assessment shall bear interest from the date of delinquency at the rate of twenty four per cent (24%) per annum, and the Association may bring an action of law against the property. If the assessment is not paid by the member within 60 days after due date, the Association is expressly entitled to seek a loan from a private lender on behalf of the delinquent member to cover all costs incurred. The loan shall be secured by lien on the delinquent member's Unit. The lending party may foreclose if the loan is not satisfied. The Association may act as the lending party if the Management Committee so decides without a vote of the membership. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of their unit.

Section 7.07. Professional Management: It shall be within the authority of the Management Committee without vote of the membership to contract for professional management of the Association, and to assess the members under the other provisions for assessment herein, to pay for such management. Under this provision the Professional Manager would be responsible only to the Management Committee for the performance of his or her duties, and any request for his or her services or complaints shall be referred to the Management Committee.

ARTICLE VIII IMPROVEMENTS

Section 8.01. Building: The Declarant is obligated to provide a structurally sound building for each of the eight units contemplated herein.

Section 8.02. Other Utilities: Declarant will be obligated to pay for installation of utility services. Each Unit will be equipped with the necessary lines to facilitate sewage, water, gas, telephone, cable television, and electrical utilities. No other utilities shall be provided by Declarant.

ARTICLE IX ARCHITECTURAL CONTROL

Section 9.01. Beautification Control Committee: There shall be Beautification Control Committee, initially the Declarant, then, at such time as a Successor Management Committee is elected, three (3) owners of Units in the project, not members of the Management Committee, shall be appointed by the Management Committee. If the Management Committee is unable to find three (3) willing unit owners to serve on the Beautification Control Committee, the Management Committee may appoint a single member or may contract for the services of a professional. No member of the Beautification Control Committee may be compensated for services performed pursuant to this Declaration. However, the Beautification Control Committee may, at its discretion, employ an outside professional architect or engineer, or other consultant or professional, to assist it in its functions, and a reasonable fee may be charged to the unit owner for such services, in which event the provisions Article VII shall be applicable. No member of the committee shall be liable to any person for his for her decisions or failure to act in making decisions as a member of the Committee.

Section 9.02. Scope: No decorative lighting, ornaments, hangings, plants, or other item may be placed outside the unit either in the hallway or parking lot, or outside of the unit towards the public, once the Beautification Control Committee requests that it be removed.

Section 9.03. Process of Approval: All decorations shall be deemed approved until the member is notified by the Beautification Control Committee that such decoration is not approved. The BCC may establish general guidelines consistent with community standards regarding those decorations that are not approved or may establish times when decorations are approved or not approved. For instance, the BCC may forbid the hanging of Christmas lights prior to Thanksgiving.

ARTICLE X GENERAL RESTRICTIONS AND REQUIREMENTS

Section 10.01. Unit Use: All units shall be used exclusively for single family residential purposes.

Section 10.02. Nuisances, Unreasonable Annoyance and Noxious Activities: No noxious or offensive activity shall be carried on upon in any unit, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the complex. (Dogs that continually bark or music loud enough to annoy adjoining unit owners would be examples of unreasonable annoyances.) Firearms are only allowed in the units if unloaded stored securely.

Section 10.03. Signs: No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any common area without written approval having, been first obtained from the Beautification Control Committee. The Association may cause all unauthorized signs to be removed. The Association is not responsible to keep the signs and may discard them immediately upon confiscation. This section shall not apply to any signs used by

Declarant or its agents in connection with the original construction and sale of the complex and or units.

Section 10.04 Animals: Animals kept on the property shall be for recreational use only. Absolutely no commercial use may be made of any animal, including renting leasing, or sale. Animals will be limited to Dogs up to 25 pounds without the approval of the Association Management Committee, Domestic Cats, Birds, and Reptiles with a maximum of two (2) total animals per unit.

Prior written approval from the Association Management Committee is required to exceed these animal limits. Each unit owner who owns an animal is responsible to pick up and dispose of any and all animal waste and or excretions. Animals are not allowed in common area unattended. No animals may be left unattended outside the individual unit of the owner whether tethered, caged, or otherwise secured. This includes balcony's and patios.

Section 10.07. Rubbish and Unsightly Debris, Etc.: Notwithstanding any other provision in the Declaration, no owner shall allow their unit to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore or nuisance as reasonably determined by the Association. Within 20 days of receipt of written notification by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 10.08. Temporary Structures, Etc.: No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any property or adjacent property of the complex, either temporarily or permanently, unless approved in writing, by the Management Committee.

Section 10.09. Non-Residential Uses Prohibited: No part of the property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes; provided however, that professional and administrative occupations may be carried on within the residence so long as there exists no meaningful external evidence thereof. Leasing and sub-leasing of the property must be approved by the Management Committee. The Declarant, its successors or assigns, may use the property for a model home site, display, and sales office during the construction and sales period.

ARTICLE XI VIOLATIONS

Section 11.01. Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, either to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, If a unit owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in this document.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 12.02. Enforcement by Others: Additionally, and after reasonable notice in writing, an owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgement entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

Section 11.03. Rights of Entry: The committee shall have a limited right of entry in and upon all units for the purpose of taking corrective action that it may deem necessary and proper. The committee is required to give reasonable notice of their intent to enter. Reasonable notice shall be presumed to be 24 hours or greater but may be less than 24 hours in the event the situation requires more immediate attention. No committee member may at any time enter a unit under this provision by themselves. Two or more members are required.

ARTICLE XII DURATION AND AMENDMENT

Section 12.01. Duration: This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of twenty (20) years, unless a declaration of termination is recorded with the County Recorder, which declaration must meet the requirements of an Amendment, as set forth hereinbelow. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any unit from membership in the Association so long as this Declaration shall continue in full force and effect.

Section 12.02. Amendment: Notice of the subject matter of a proposed Amendment to this Declaration is reasonably detailed form shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed.

No amendment to this Article XIII shall be effective unless approved in writing by all of the record holders of all encumbrances on all units in the Project at the time of such amendment and by not less than seventy-five percent (75%) of the record owners of all units at the time of such amendment, including units owned by the Declarant.

All other amendments shall be effective only upon written approval by not less than seventy-five percent (75%) of record owners of all units in the Project at the time of such amendment.

Notwithstanding, any of the foregoing, the Declarant may amend this Declaration at any time to qualify the Project with lending, institutions and until the close of escrow established for the sale by the Declarant of its last unit in the Project. Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto, setting forth such termination or modification. "The close of escrow" shall be deemed to be the date upon which a deed conveying the unit is recorded.

ARTICLE XIII
MISCELLANEOUS AND GENERAL PROVISIONS

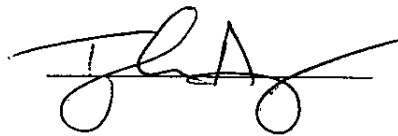
Section 13.01. Severability: Invalidity of any one of these covenants, or any portion thereof by judgement or court order shall in no way effect any of the other provisions of this Declaration.

Section 13.02. Singular Includes Plural: Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 13.03. Liability: Neither the Declarant, the Management Committee, their assignees, delegates, nor the Beautification Control Committee shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 13.04. Annexation of Additional Property: Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time that it is annexed.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

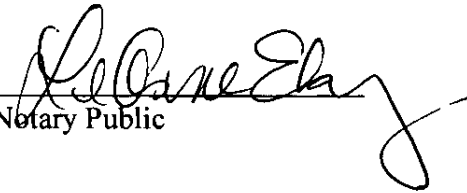


STATE OF UTAH

:SS

County of Salt Lake

On the 24th day of April 2007, personally appeared before me Tyler Ayres, who being by me duly sworn did say for himself that he is The Managing Member of the East Stratford developers L.L.C.


Notary Public

My commission Expires: 3/7/09
Residing, at: Salt Lake City

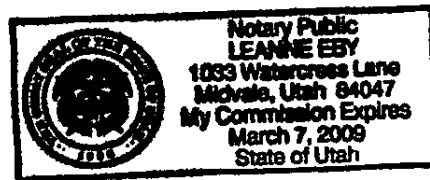


Exhibit A

LEGAL DESCRIPTION

LOTS 1837, 1838, 1839 & 1840 HIGHLAND PARK PLAT A, TOGETHER WITH ½ VACATED ALLEY ABUTTING ON S 4833-408,410 5083-0442 5659-2739 5744-1815 6159-2698 6159-2699 6885-2612 6885-2613 7271-1450,1451 8296-8740 8296-8741 8384-1499

Also Known as:

BOUNDARY DESCRIPTION

ALL OF LOTS 1837, 1839, AND 1840 HIGHLAND PARK PLAT "A" TOGETHER WITH THE NORTH HALF OF A 12 FOOT ALLEY DIRECTLY SOUTH OF SAID LOTS MORE PARTICULARLY DESCRIBES AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1837, HIGHLAND PARK PLAT "A"; THENCE S89°50'50"00"E 102.00 FEET, THENCE SOUTH 131.00 FEET, THENCE N89°50'00"W 102 FEET, THENCE NORTH 131.00 FEET TO THE POINT OF BEGINNING. AREA OF DESCRIBED PARCEL IS 13,362 SQ. FT. OR 0.307 ACRES.

BASIS OF BEARINGS IS FOUND INTERSECTION MONUMENTS IN GLENMARE STREET.

Exhibit B

COMMON AREA INTEREST

<u>Dwelling Unit No.</u>	<u>Percentage Ownership of Common Area</u>
1	12.5%
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	12.5%
8	12.5%