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BOOK 1123 PAGE 535

RECORDED FOR #400

Alan D. Frandsen

ADDITIONAL MANAGEMENT COMMITTEE RULES TO

MODEL IN 242

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

MILLSTREAM CONDOMINIUM

Phase Number One and Subsequent Phases

ALAN D. FRANDSEN

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The Declaration of Covenants, Conditions, and Restrictions of Millstream Condominium Phase Number One and Subsequent Phases were recorded originally on or about July 31, 1969 in Book 930 Page 314, Weber County Recorder's Office, Ogden, Utah.

WITNESSETH:

WHEREAS, the Millstream Management Association desire to implement the original Declaration of Covenants, Conditions, and Restrictions with the following additional rules pursuant to Section 32h, said House Rules will not in any way affect the original declaration except to make them more comprehensive.

Common Areas and Facilities. The common areas and facilities of the project 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; lawns, gardens, service streets, parking areas, fencing, recreational areas; all installations of power, lights, gas and water, gas lamps, television antennas, main air conditioning chillers, and those common areas and facilities designated as such on the Map.

Limitation on Use of Units and Common Areas. The units and common area shall be occupied and used as follows:

(a) No sign of any kind shall be displayed to the public view on or from any unit or the common area, without the written prior consent of the Management Association.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Management Association. The allowance of an animal to be kept or allowed to remain in the common area is a private nuisance and is an unreasonable interference with the interests in the use and enjoyment of

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land. A civil action may be maintained by the Management Association. The reasonableness of the interference is determined by weighing the gravity of the harm to the Management Association against the utility of the violators conduct.

(c) The number of household pets, dogs, cats, etc., allowed to be kept by present owners is limited to two (2) household pet per unit effective of this date.

(d) No household pets will be allowed to be kept by future subsequent unit owners.

(e) No animal or pet shall be permitted to any of the common areas unless carried or on a leash. In no instance will animals or pets be allowed to litter lawns and gardens in the common area. The owner shall indemnify the Management Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in a unit or common area.

(f) The outside parking area is reserved for guests. Unit owners or occupants using the same consistently for the overnight parking of recreational vehicles shall pay a monthly charge therefore as determined by the Management Association.

(g) Garbage containers when placed outside for pickup will be tied or covered with lids.

Maintenance of Units.

(a) The owner shall be entitled to the exclusive use and possession of the patio attached to his unit and shall be responsible for the maintenance and upkeep of same with the exception of the patio fence.

(b) Without written permission of the Management Association 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 and patio, or in 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.

(c) No radio or T.V. antennae or aerial shall be installed on the outside of any building contained within the project.

without written consent of the Management Association.

Legal Description. The above rules pertain to Phase One and Subsequent Phases and Phase One 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. Beginning at a point on the North line of 16th Street, South 0 degrees 31' West 978.44 feet from the Northeast corner of said Southeast Quarter of said Section 21, said point of beginning being North 86 degrees 31' East 376.0 feet from the Northeast corner of the intersection of Brinker Avenue and 16th Street; and running thence South 86 degrees 31' West 4604 feet; thence North 0 degrees 31' East 138.48 feet; thence South 89 degrees 29' East 228.18 feet; thence South 1 degree 20' West 122.66 feet to the North line of 16th Street; thence South 86 degrees 31' West 180.94 feet to the point of beginning.

DATED this 18th day of April, 1976.

L. J. Meyer
L. J. MEYER, Chairman

Luther Cooper
LUTHER COOPER, Board Member

Lynwood Islaub
LYNWOOD ISLAUB, Board Member

Gerald Larsen
GERALD LARSEN, Board Member

Mick Profazier
MICK PROFAZIER, Board Member

John Pyner
JOHN PYNER, Board Member

STATE OF UTAH)
): ss.
COUNTY OF WEBER)

On this 18th day of April, 1976, personally appeared before me L. J. Meyer, Luther Cooper, Lynwood Islaub, Gerald Larsen, Mick Profazier and John Pyner, and each duly acknowledged to me that they signed the foregoing document and that the same is true to the best of their information, knowledge and belief and that the same was signed in behalf of the Millstream Management Association.

My Commission expires:
March 13, 1977

[Signature]
NOTARY PUBLIC
Residing in Coal City
Utah