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CHARENTON COVE,  
a Planned Residential Unit Development

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

November 30, 1984

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CHARENTON COVE,**  
**A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into as of November 30, 1984, by Burchwood Partnership, a Utah general partnership ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain real property situated in Weber County, Utah, known as Charenton Cove, Planned Residential Unit Development Subdivision No. 1, as more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Declarant desires, by filing this Declaration, to subject the Property, including the buildings and other improvements now or hereafter situated thereon, together with all appurtenances thereto, to the provisions of this Declaration; and

WHEREAS, Declarant desires and intends to hold, own and convey fee title to the individual lots contained on the Property, together with the common areas and facilities thereon, subject to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, in consideration of the premises, Declarant hereby submits the Property to the provisions of this Declaration and declares, covenants and agrees that the Property and each part thereof shall be held, encumbered, occupied, built on and otherwise used and improved, maintained, leased, sold, conveyed and otherwise transferred subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, which shall attach to and run with the land, shall be binding on the Property and all owners, lessees and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Property or any part thereof, shall inure to the benefit of said owners, lessees and other parties, and shall be for the purpose of establishing a general plan for the operation and maintenance of the Property as an attractive residential development.

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## ARTICLE I

### Definitions

Section 1.1. The Association. The "Association" shall mean and refer to the Charenton Cove Property Owners' Association described in Section 6.3 hereof.

Section 1.2. Common Areas and Facilities. The "Common Areas and Facilities" shall mean and refer to those Common Areas and Facilities specifically set forth and designated as such on the Plat for the Property, including, without limitation, Lots 41 and 42, and any open spaces shown on the Plat which are not located on a Lot, dedicated street or the Private Drive.

Section 1.3. Dwelling. "Dwelling" shall mean and refer to any Improvement situated on the Property and designed or intended for use and occupancy as a residence.

Section 1.4. Improvement. "Improvement" shall mean any Dwelling, building, structure, window, fence or wall.

Section 1.5. Lot. "Lot" shall mean and refer to each subdivided parcel of the Property and shall include the Dwelling thereon. The Lot numbers described in this Declaration shall refer to the Lot numbers designated on the Plat.

Section 1.6. Management Committee. The "Management Committee" shall mean and refer to the Management Committee of the Association, which has the responsibility and authority to make and enforce this Declaration and all of the rules and regulations governing the operation and maintenance of the Project.

Section 1.7. Party Wall. "Party Wall" shall mean and refer to the wall common to two Dwellings, which also serves as the dividing line between the two Lots on which such Dwellings are located.

Section 1.8. The Plat. The "Plat" shall mean and refer to that certain subdivision plat filed with this Declaration, dated November 21, 1984, consisting of one sheet, by K. Edward Gifford, a duly registered Utah land surveyor.

Section 1.9. The Private Drive. The "Private Drive" shall mean and refer to the Common Driveway Easement for Lots 32-40 specifically set forth and so designated on the Plat.

Section 1.10. The Project. The "Project" shall mean and refer to the Property, together with all buildings, improvements and appurtenances now or hereafter located thereon or belonging thereto.

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Section 1.11. Owner. The "Owner" shall mean and refer to the legal owner of a Lot, whether by deed or contract.

## ARTICLE II

### Use Restrictions

Section 2.1. Single Family Residential Use. All Lots shall be used and devoted exclusively for single family residential use. There shall be no condominiumizing, time sharing, leasing or other similar ownership with respect to a Lot whereby a Lot would be subjected to any type of shared or multiple ownership, possession or use arrangement (other than ownership as joint tenants or tenants in common). No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot, except for Declarant's business of selling the Property. Nothing herein shall be deemed to prevent the leasing of an entire Dwelling for single family residential purposes from time to time by the Owner thereof, subject to all of the provisions of this Declaration. A portion of a Dwelling may not be leased.

Section 2.2. Animals. No animals other than such generally recognized house pets as shall be permitted from time to time by rules of the Management Committee shall be maintained on any portion of the Property and then only if they are kept thereon solely as domestic pets, for non-commercial purposes, and do not exceed the number of pets permitted by the Management Committee. No such pets shall be allowed to make an unreasonable amount of noise or become a nuisance.

Section 2.3. Antennas. Except for customary television antennas of a height no greater than four feet, no antenna or other device for the transmission or reception of television, satellite or radio signals or any other form of electromagnetic radiation shall be erected on a Lot or Improvement, unless approved in writing by the Management Committee.

Section 2.4. Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Property unless approved in writing by the Management Committee.

Section 2.5. Management Committee. The Project, including the Common Areas and Facilities, shall be managed, operated and maintained by a Management Committee as agent of the Association and the Owners in accordance with the terms, conditions and provisions of:

- (a) This Declaration;
- (b) The Bylaws of the Association and any amendments thereto;

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(c) Such rules and regulations pertaining to the Project as the Management Committee may from time to time adopt. Until the first meeting of Owners, the Management Committee shall be comprised of E. H. Thronsen, Wayne M. Pinder, and Bruce Nilson.

Section 2.6. Insurance.

(a) Fire, Liability and Property. The Management Committee shall obtain and maintain at all times insurance against fire, damage and casualty for the Common Areas and Facilities. Such coverage shall be of the type and kind as provided herein and include insurance for such other risks, or a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the Common Areas and Facilities. The Management Committee shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

(i) Exclusive authority to adjust losses shall be vested in the Management Committee as insurance trustee;

(ii) The insurance coverage shall not be brought into contribution with insurance purchased by individual Owners or their respective mortgagees;

(iii) Each Owner may obtain additional insurance covering his real property interest at his own expense;

(iv) The insurer waives its right of subrogation as to any claims against each Owner;

(v) The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any one or more individual Owners or their respective lessees, employees, agents, contractors and guests.

(vi) The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee of the Association or Management Committee without prior demand in writing that the Management Committee cure the defect and then only if the defect is not cured within thirty (30) days.

(b) All Risk. The Management Committee, for the benefit of the Project and the Owners, shall maintain a policy or policies of casualty and multiperil, "all risk" insurance on the Common Areas and Facilities, with the provisions and endorsements as set forth in subparagraph (a) above, if obtainable, also with extended coverage endorsements, for the full replacement value of the Common Areas and Facilities. The proceeds from such insurance shall be payable to the Management Committee as insurance trustee, and shall be disbursed in

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accordance with the terms of the Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee.

(c) Public Liability. The Management Committee shall obtain a policy or policies of insurance insuring the Management Committee and its employees, and the Owners and their respective lessees, servants, agents or guests against any liability incident to the ownership and/or use of the Common Areas and Facilities. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee.

(d) Owner's Insurance. Owners shall carry insurance coverage on their own Lots and all Improvements, and on such of their personal property as may be located on their Lots, under a homeowner's all risk policy (or similar type policy).

(e) Errors and Omissions. The Management Committee shall use its best efforts to obtain a policy of insurance providing the Management Committee and the employees and officers of the Association with standard directors and officers liability insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) per person.

(f) Other Insurance. The Management Committee shall obtain and keep in full force and effect such other insurance as it deems necessary and proper adequately to protect the Project and the Owners.

Section 2.7. Trailers and Motor Vehicles. No car, boat, truck, mobile home, snowmobile, trailer, camper, recreational vehicle, or similar thing of any kind shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any portion of the Property, provided that any of the foregoing vehicles may be parked in each Owner's garage on the Property as long as such vehicles are operative and are not visible from other Lots or the street when the garage door is closed. No vehicle that is not operative or not being used on a regular basis may be parked on any portion of the Property for a period in excess of two (2) days. Any vehicle placed or parked on the Property in violation of this Section may be towed away by the Management Committee at the expense of the owner thereof.

Section 2.8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any portion of the Property. In addition, the Property shall not be used for the storage of any property or thing that will cause the Project or any part thereof to appear in an unclean or untidy condition or that will be unsightly, offensive, obnoxious or detrimental to the Owners or the owners of adjacent property. No substance, thing or material shall be kept or used upon the Property or any part thereof that will emit a foul, offensive, obnoxious odor or that will cause any noise that will or might disturb the peace, quiet, comfort, serenity or tranquility of the occupants of the Property. No exterior speakers, horns, whistles, bells, sirens or other sound devices shall be located, used or placed on any portion of the Property, without

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the written consent of the Management Committee. Noises caused by improperly muffled motor vehicles shall not be permitted. No nuisance of any kind or description shall be permitted on the Property.

Section 2.9. Repair of Improvements. Each Owner shall at all times maintain his Lot, and all Improvements in good condition and repair, and keep his lot free from snow and ice. Without limiting the generality of the foregoing, each Owner shall maintain in good condition and repair, and in an attractive condition, all landscaping on his Lot. In the event of damage or destruction, from any cause whatsoever, to all or any portion of a Dwelling, Lot or any Improvements on a Lot, the Owner thereof shall promptly repair, reconstruct or restore the same, or cause the same to be repaired, reconstructed or restored to its condition prior to such damage or destruction.

Section 2.10. Trash Containers and Collection. No rubbish, trash, garbage or debris shall be placed or kept on any portion of the Property except in covered containers of a type, size and style and in a location which are approved by the Management Committee. All rubbish, trash, garbage and debris shall be removed from the Lots and Dwellings and shall not be allowed to accumulate therein.

Section 2.11. Clothes Drying Facilities; Outside Appliances; Windows. Outside clotheslines or other outside facilities for drying or airing clothes and window airconditioning units shall not be erected, placed or maintained on any portion of the Property. No freezer, refrigerator, washer, dryer or other appliance shall be permitted on patios, carpets or any portion of a Lot so as to be visible from other Lots or from the street. No foil or reflective material shall be placed in any windows of the Dwellings.

Section 2.12. Machinery and Equipment. Except for normal household equipment, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except when it is being operated or used in connection with the construction of Improvements.

Section 2.13. Right of Inspection. During reasonable hours, and after notice (except in the event of any emergency), the Management Committee's authorized representatives, and any lender providing financing for the Property, shall have the right to enter upon and inspect any portion of the Property for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 2.14. Signs. No signs whatever (including, but not limited to, commercial, political or similar signs) shall be erected or maintained on the Property, the Lots or any part thereof, except (1) such signs as may be required by legal proceedings; (2) one sign advertising the Lot for sale, which sign shall be approved as to design and location by the Management Committee; and (3) such

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other signs, the nature, number and location of which have been approved in advance by the Management Committee.

Section 2.15. Insurance Risk. Nothing shall be done or kept on any Lot or in the Common Areas and Facilities which shall increase the rate of insurance on the Common Areas and Facilities without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas and Facilities which will result in the cancellation of insurance or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

Section 2.16. Variances. In hardship cases, the Management Committee shall have the power, but not the duty, to grant a variance from the requirements of these restrictions; provided, however, that all necessary permits or variances, if any, must first be obtained from any agency or department having jurisdiction thereof.

### ARTICLE III

#### Ownership of Common Areas and Facilities

Section 3.1. Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Owner shall have a right and easement of enjoyment in and to the Common Areas and Facilities, and said easement shall be appurtenant to and shall pass with title to each Lot.

Section 3.2. Title to Common Areas and Facilities. Declarant may retain legal title to the Common Areas and Facilities until such time as, in the judgment of Declarant, the Association is able to maintain them. Declarant shall, in any event, convey the Common Areas and Facilities to the Association no later than the fifth anniversary of the date hereof.

### ARTICLE IV

#### Use of Common Areas and Facilities

Section 4.1. Use of Common Areas and Facilities. Every Owner, each Owner's lessees, if any, and the social guests and other invitees of the foregoing individuals shall have the nonexclusive right to use the Common Areas and Facilities subject to such reasonable rules and regulations pertaining to the use thereof as may from time to time be promulgated by the Management Committee. Such rules and regulations may include, but shall not be limited to:

(a) A reasonable limitation on the number of guests and invitees of an Owner or lessee using or enjoying the Common Areas and Facilities.

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(b) Reasonable regulations of the type, nature and extent of use (including the hours of use) of the Common Areas and Facilities.

Section 4.2. Common Areas and Facilities' Maintenance; Taxes. The Management Committee shall have the responsibility for the repair, maintenance, management and operation of the Common Areas and Facilities for the mutual benefit of the Owners, including, but not limited to, the responsibility for paying real estate taxes and assessments pertaining to the Common Areas and Facilities. The Management Committee may, but shall be under no obligation to, improve any of the Common Areas and Facilities.

Section 4.3. No Liability. The Management Committee shall not be liable for any theft, vandalism, disturbance, unauthorized entrance or other similar occurrence which may occur or take place on any Lot or in any of the Common Areas and Facilities.

## ARTICLE V

### Assessments and Liens

Section 5.1. Establishment of Assessments. Each of the Lots (excluding the Common Areas and Facilities) shall be subject to assessments (hereinafter sometimes called "Common Area Maintenance and Service Assessments") in amounts to be determined by the Management Committee in accordance with this Declaration. Each Owner shall bear his proportionate share of the Common Area Maintenance and Service Assessments. Each Lot's initial proportionate share of the Common Area Maintenance and Service Assessments (subject to change as provided in Article X hereof) is identified on Exhibit "B" attached hereto. The cost to the Management Committee of performing its responsibilities and functions shall be deemed to include all direct and indirect costs (including the Management Committee's overhead costs) attributable to the performance by or for the account of the Management Committee of such responsibilities and functions, whether they be performed in whole or in part by employees and agents of the Management Committee or by independent contractors.

Section 5.2. Payment of Assessments. Estimated Common Area Maintenance and Service Assessments shall be payable quarterly (or on such other installment basis as may be designated by the Management Committee). Said installments shall be delinquent on the fifth day after the end of the calendar quarter (or such other date as may be prescribed by the Management Committee by written notice to the Owners). In the event the Management Committee at any time determines that any such estimate shall have been either excessive or deficient based on actual costs, then the Management Committee shall notify each Owner of such excess or deficiency, and, at the election of the Management Committee as specified in its said notice --

(i) the amount of such excess shall be returned by the Management Committee or the amount of such deficiency shall be paid

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by each Owner (as the case may be) on or before the next succeeding installment payment date, or

(ii) the installments to be paid by each Owner hereunder shall, until such excess or deficiency is eliminated thereby, be decreased or increased (whichever is applicable) by a proportionate amount of such excess or deficiency.

The aggregate of the Common Area Maintenance and Service Assessments payable hereunder is intended to cover and fully reimburse the Management Committee for all expenses which the Management Committee may incur in the performance of its responsibilities and functions as set forth herein.

Section 5.3. Books and Records. The Management Committee shall keep books of account for the performance of its functions hereunder and shall allow each Owner to inspect such books at all reasonable times.

Section 5.4. Personal Obligation and Lien. The Common Area Maintenance and Service Assessments shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment shall be the personal obligation of the person who is the Owner at the time when the assessment is due, but such personal obligation of the Owner shall not be deemed to limit or discharge the continuing lien upon the Lot, which shall run with and attach to the Lot and be a burden on the Lot. As used herein, the term Common Area Maintenance and Service Assessments shall include costs (including, but not limited to, reasonable attorneys' fees) (i) of enforcing the provisions of this Declaration, and (ii) of collection of assessments and costs referred to herein together with interest on such assessments and costs from the date due at the rate of eighteen percent (18%) per annum.

Section 5.5. Enforcement. If an Owner fails to pay an assessment pertaining to his Lot before delinquent or fails to reimburse the Management Committee upon demand for costs incurred by the Management Committee in performing its responsibilities and functions under this Declaration to the extent the costs relate to a particular Lot, the Management Committee may enforce the payment of the assessment (together with interest, costs and attorneys' fees), by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Management Committee does not prejudice or waive its rights to exercise the other remedy):

(a) Bring an action at law against the Owner personally obligated to pay the assessments and/or costs; or

(b) Foreclose the lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages (including any right to recover any deficiency). The Management Committee shall have the power to bid on any Lot at the foreclosure sale and thereupon to acquire, hold, sell, lease, mortgage and convey the Lot.

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The remedies set forth herein for the Management Committee are not exclusive and the Management Committee may take any and all other remedies available to it at law or in equity.

Section 5.6. Effect on Mortgages and Deeds of Trust. The liens provided for under Article V hereof for each Lot shall be junior and subordinate to the lien of any institutional lender's realty mortgage or deed of trust against the Lot, and foreclosure of the liens provided for under Article V hereof shall not affect or impair the lien of any such institutional realty mortgage or deed of trust. To the extent sufficient funds are not generated upon an institutional lender's mortgage or deed of trust foreclosure to satisfy the indebtedness secured by the mortgage or deed of trust and to satisfy the liens provided for under Article V hereof, said liens shall be deemed fully satisfied and the amount thereof not collected shall be assessed to the Owners pursuant to Article V hereof. The Lot and the Owners shall be subject to and liable for all assessments delinquent and costs incurred after the date of the foreclosure sale.

#### ARTICLE VI

##### Owner's Obligations

Section 6.1. Owner Bound by This Declaration. The execution of any agreement to purchase or lease a Lot or Dwelling thereon by an individual or entity, the acceptance of a deed or any similar instrument pertaining to a Lot by an individual or entity, an individual's or entity's causing the same to be recorded, or an individual's or entity's otherwise acquiring an ownership interest in a Lot, or an individual's or entity's taking possession of a Lot or accepting or claiming any of the benefits of ownership of a Lot, without further affirmative act or assent by the individual or entity, shall cause the individual or entity and the individual's or entity's rights in the Lot and any Improvements thereon to be subject to the terms of this Declaration and shall constitute the individual's or entity's agreement to be bound by and to perform in accordance with the terms of this Declaration. In the event any Owner sells or leases a Lot or Dwelling, the Owner shall notify the Management Committee in writing of the name and address of the buyer or lessee, and shall, in any event, notify the Management Committee in writing of the Owner's current address. Any notices mailed to said address shall be conclusively presumed to be mailed to the Owner's correct address and shall constitute valid notice hereunder.

Section 6.2. Management Committee's Right to Remedy Non-Compliance. In the event any Owner fails to comply with the terms of this Declaration, or the Owner's Lot or any Improvements thereon are not in compliance with this Declaration and the Owner refuses or otherwise fails to commence remedying said non-compliance within five days of the Management Committee notifying the Owner of said non-compliance by mail, postage prepaid, addressed to the Owner at the Lot, and fails to diligently proceed with remedying said non-compliance or refuses or otherwise fails to complete remedying said non-

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compliance within thirty days of the Management Committee so notifying the Owner, the Management Committee, through its agents, employees and/or independent contractors, shall have the right, but not the obligation, to enter upon the Lot and Dwelling, to prevent access to the Lot and Dwelling other than to the Management Committee and its agents, employees and/or independent contractors, and to remedy the non-compliance. The Owner shall pay the Management Committee on demand the actual cost of remedying the non-compliance, together with interest thereon at the rate of eighteen percent (18%) per annum from the date or dates the Management Committee pays said cost, together with all costs (including, but not limited to, reasonable attorneys' fees) in connection with collecting same, which cost (together with interest and cost of collection) shall be lien on the Lot and the Dwelling thereon pursuant to Article V hereof.

Section 6.3. Property Owners' Association. The Declarant shall cause the Association to be formed as a property owners' association incorporated as a Utah non-profit corporation. Each Owner shall automatically be a member of the Association, and upon subsequent transfers of the Owner's Lot, the new Owner shall automatically be a member of the Association and the former Owner's membership shall automatically cease. Membership shall be appurtenant to and may not be separated from ownership of any Lot and any attempt to transfer membership, other than upon the transfer of the Lot giving rise to the membership, shall be void. Each member of the Association shall be entitled to one vote for each Lot he owns; provided, however, that until such time as the Declarant has sold three fourths of the Lots, the Declarant shall be entitled to three votes for each Lot it owns. The vote for each Lot shall be cast as one vote, even if the Lot has more than one owner, and splitting of the voting interest shall not be allowed. In the event joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If one joint owner of a Lot casts a vote on a matter in question and a vote is not cast on the matter by another joint owner of the Lot before the votes are counted, the vote shall be considered valid and not subject to subsequent challenge even if the joint owner failed to obtain a grant of authority from the other joint owners. Each Owner shall comply with the Association's Articles of Incorporation, Bylaws and rules and regulations (but the provisions thereof shall not be contrary to or inconsistent with the provisions of this Declaration).

## ARTICLE VII

### Party Walls

Section 7.1. Party Walls. Each Party Wall on the Property shall be subject to the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 7.2. Repair and Maintenance. The costs of repair and maintenance of a Party Wall shall be equally shared by the Owners who make use of the Party Wall.



Section 7.3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and the other Owner shall contribute one half of the cost of restoration thereof to the Owner who repaired the Party Wall. Said contribution shall be due ten days from the written demand therefor by the Owner who repaired the Party Wall.

Section 7.4. Weatherproofing. Each Owner shall equally share the cost of furnishing necessary protection of his Party Wall against the elements.

Section 7.5. Right to Contribute Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land.

Section 7.6. Arbitration. In the event of any dispute concerning a Party Wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator who is either a licensed architect or engineer, and such two arbitrators shall choose a third arbitrator who has similar qualifications. The decision made by a majority of the three arbitrators shall be binding on all of the parties to the dispute.

#### ARTICLE VIII

##### Enforcement

The Association shall be the proper party plaintiff in any action to enforce any provision of this Declaration. The non-compliance by any Owner with the provisions of this Declaration may be enjoined, specifically enforced and/or damages may be awarded by any court of competent jurisdiction. The Association shall be entitled to recover its costs and attorneys' fees in any such action. All Owners waive any right to assert that damages shall be an adequate remedy for any such non-compliance. If the Management Committee or Association fails or refuses to enforce any of the terms of this Declaration for an unreasonable period of time after being notified of a non-compliance, then any Owner shall become a proper party plaintiff.

#### ARTICLE IX

##### Easements for Utilities and Related Purposes

Section 9.1. Easements. There is hereby created a non-exclusive easement upon, across, over and under all of the Property for ingress and egress to and from, and installing, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and television cables. In the event that any utility company furnishing a service covered by the foregoing general easement requests a specific easement by separate recordable instrument, Declarant and/or the Management Committee shall have the right to grant such easements upon the Property.

Section 9.2. Ownership. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits or other service lines running through their respective Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

#### ARTICLE X

##### Additions To This Declaration

Section 10.1. Additions to Existing Property. Lands in addition to the Property (the "Additional Land") may hereafter become subject to this Declaration in the manner described in this Article.

Section 10.2. General Plan of Development. Declarant, or its successors or assigns, shall have the right, without the further consent of the Association, to bring Additional Land within the scheme of this Declaration, provided that the Additional Land shall be contiguous to the Property and shall be developed as part of the Charenton Cove planned residential unit development. The Additional Land shall be developed in a manner consistent with the general plan of development of the Property. The additions authorized herein shall be made by filing of record with the Weber County, Utah, Recorder, a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend this Declaration to the Additional Land. Said Supplementary Declaration may contain such modifications to this Declaration as may be necessary, in Declarant's judgment, to reflect the difference in character between the Property and the Additional Land. Said Supplementary Declaration shall also readjust each Owner's proportionate share of Common Area Maintenance and Service Assessments described in Section 5.1 hereof, based on the square footage of each lot in the Additional Land.

#### ARTICLE XI

##### Dwellings

Section 11.1. Dwellings. No Dwelling shall be constructed on any Lot unless the Owner complies with the architectural control provisions described in Article XII hereof. No Improvement shall be built upon any Lot with a height exceeding two and one-half stories above the existing ground elevations without the prior written consent of the Management Committee.

Section 11.2. Setbacks. All setback lines must meet the Ogden City Zoning and Building Code.

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ARTICLE XII

Architectural Control

Section 12.1. Architectural Control of the Property. Except for any original construction and/or development by the Declarant, no Improvement shall be constructed, demolished, moved, altered or maintained on the Property, nor shall any exterior addition to any Improvement be made, until the complete plans and specifications therefor showing the location, nature, kind, shape, height, material, color and type of construction shall have submitted to and approved in writing by the Management Committee. The Management Committee's review shall emphasize the harmony and compatibility of the Improvement's external design and location with the surrounding structures and topography.

Section 12.2. Approval By The Management Committee. Upon approval of the Management Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be placed in the permanent records of the Management Committee. In the event the Management Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty days after such plans and specifications (and all other materials and information required by the Management Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 12.3. Limitations. Construction in accordance with plans and specifications approved by the Management Committee shall be commenced within six months following the date upon which the same are approved by the Management Committee and shall be substantially completed within twelve months following the date of said approval. In the event construction is not commenced within the foregoing period, then approval of the plans and specifications by the Management Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Management Committee without its prior written consent. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Management Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 12.4. Rules and Regulations. The Management Committee may, from time to time, adopt such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may establish criteria relative to architectural styles or details, lot coverage, colors, set-backs, materials, landscaping or other matters. If the Management Committee incurs expenses in connection with review of the plans and specifications, it may charge and collect a reasonable fee therefor. The decisions of the Management Committee shall be final.

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### ARTICLE XIII

#### Private Drive

The Private Drive shall be owned by the Association, but the Owners of Lots 32-40, inclusive, shall equally share all costs and responsibility for maintaining the Private Drive in good condition and repair and keeping the Private Drive free from snow and ice. The Owners of Lots 32-40, inclusive, shall also equally share the cost of the real property taxes and insurance for the Private Drive. Said insurance shall be obtained by the Association, in such limits and such coverages as the Management Committee determines in its discretion.

### ARTICLE XIV

#### Miscellaneous

Section 14.1. Interpretation of Covenants. Except for judicial construction, the Management Committee shall have the exclusive right to construe and interpret the terms of this Declaration, and in so construing and interpreting this Declaration, the Management Committee shall exercise its reasonable judgment as a prudent real property owner and manager. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Management Committee's construction or interpretation of the terms of this Declaration shall be final, conclusive and binding upon all persons and the Property.

Section 14.2. Severability. Any determination by any court of competent jurisdiction that any term of this Declaration is invalid, illegal, or unenforceable shall not affect the validity, legality or enforceability of the remaining provisions of this Declaration and the same shall remain in full force and effect.

Section 14.3. References to This Declaration. Any and all instruments of conveyance or lease of any interest in any Lot may contain a reference to this instrument and shall be subject to the terms of this Declaration the same as if they were therein set forth in full. Notwithstanding the foregoing, the terms of this Declaration shall be binding upon all Owners and all other persons and entities affected by the same, whether such express reference is made to this Declaration or not.

Section 14.4. Amendment. This Declaration may be amended from time to time by recording in the Office of the County Recorder of Weber County, Utah, an instrument in writing reciting said revocation or amendment and signed (with signatures properly acknowledged) by not less than two-thirds of the Owners, which amendment shall be effective upon its recordation.

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Section 14.5. Term. The provisions of this Declaration shall run with and bind the Property for a terms of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless terminated by a document signed by two-thirds of the Owners, which document shall be deemed of no force and effect unless recorded within a six month period prior to the expiration of the initial thirty year term or within a six month period prior to the expiration of any successive ten year term, as applicable.

Section 14.6. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation, including zoning law, pertaining to the ownership, occupation or use of any Lot is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 14.7. Agents and Committees. The Association and the Management Committee shall have the right to appoint agents or committees or both to act on behalf of the Association and the Management Committee for the purpose of exercising any right, power or duty given to or imposed upon it by this Declaration.

Section 14.8. Rule Against Perpetuities. Notwithstanding anything herein to the contrary, interests in the Property shall vest free and clear of the Declaration to the extent, if any, this Declaration causes the interest in the Property not to be vested, upon the expiration of a period of twenty-one years after the death of the survivor of Cary D. Jones, Michael Throndsen or Laura Throndsen on the date this Declaration is executed and their issue who are alive on the date this Declaration is executed.

Section 14.9. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and non-exclusive.

Section 14.10. Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words used in the singular shall include the plural and words used in the plural shall include the singular.

Section 14.11. Captions, Titles and Headings. All captions, titles and headings in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context of the terms of this Declaration.

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day, month and year first hereinabove set forth.

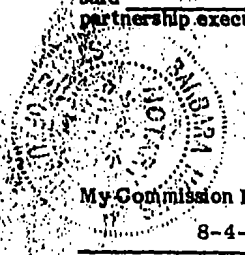
DECLARANT:

BURCHWOOD PARTNERSHIP, a Utah  
general partnership

By E.H. Thronsen  
Its General Partner

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 30th day of November, 1984, personally appeared before me E.H. Thronsen, who being by me duly sworn did say that he is the General Partner of Burchwood Partnership, a Utah general partnership, the partnership that executed the above and foregoing instrument and that said instrument was signed in behalf of said partnership by authority of its partners and said E.H. Thronsen acknowledged to me that said partnership executed the same.



Barbara Mose  
Notary Public  
Residing in Salt Lake City, Utah

My Commission Expires:  
8-4-85

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Legal Description

A PART OF THE N.W. 1/4 OF SECTION 14, T5N, R1W, S.L.&M, U.S SURVEY:  
BEGINNING AT A POINT LOCATED 1320.00 FEET S 00°10'39"E ALONG THE SECTION  
LINE AND 1323.91 FEET S 89°31'05"E FROM THE N.W. CORNER OF SAID SECTION 14,  
SAID POINT OF BEGINNING BEING 3.91 FEET S 89°31'05"E FROM THE N.W. CORNER OF  
THE S.E. 1/4 OF SAID N.W. 1/4 OF SECTION 14, AND RUNNING THENCE S 89°31'05"E  
79.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 380.00 FOOT RADIUS  
CURVE TO THE RIGHT 115.85 FEET (CHD BEARS S 22°56'19"E 115.02 FEET); THENCE  
N 70°30'00"E 34.46 FEET, THENCE N 44°50'18"E 115.70 FEET, THENCE N 63°58'55"E  
287.93 FEET; THENCE S 00°28'55"W 100.44 FEET; THENCE N 89°31'05"W 500.00  
FEET; THENCE N 00°28'55"E 801.38 FEET; THENCE N 70°30'00"E 57.68 FEET,  
THENCE NORTHWESTERLY ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO  
THE LEFT 65.90 FEET (CHD BEARS N 35°38'33"W 85.32 FEET) TO THE POINT  
OF BEGINNING.

AREA = 10.25 ACRES

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EXHIBIT "A"

Breakdown of Proportionate Share  
of  
Common Area Maintenance and Service Assessments

<u>Lot</u>	<u>Percentage</u>
1	1.61
2	1.89
3	1.87
4	2.26
5	2.32
6	2.27
7	2.50
8	2.74
9	2.66
10	3.03
11	3.17
12	3.05
13	1.94
14	1.75
15	1.74
16	2.03
17	2.27
18	2.14
19	2.47
20	2.28
21	2.89
22	2.65
23	2.34
24	2.95
25	8.38
26	3.16
27	1.88
28	2.57
29	2.26
30	1.93
31	1.93
32	2.09
33	2.09
34	1.93
35	1.93
36	2.10
37	2.19
38	2.28
39	3.04
40	3.42

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EXHIBIT "B"