



When Recorded return to:
Frank A. Allen
Attorney at Law
1473 East 1710 South
St George, Utah 84790

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JEFFERY SMITH
UTAH COUNTY RECORDER
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RECORDED FOR ALLEN, FRANK A

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE CHELSEA SUBDIVISION**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CHELSEA SUBDIVISION (“Amended Declaration”), is executed pursuant to the original Declaration of Covenants, Conditions and Restrictions of the Chelsea Subdivision, dated July 9, 2007, recorded July 9, 2007, in the office of the Utah Recorder as Instrument No.98784:2007 (the “Original Declaration”), by the Architectural Review Committee (the “Committee”) having received the necessary approvals of the Lot owners of Chelsea Subdivision.

WHEREAS, Chelsea Development, LC (the “Original Declarant”), no longer owns any portion of the Development, has ceased operations, and is no longer a valid entity;

WHEREAS, several years have passed since the Development was established, and many lots in the development remain vacant;

WHEREAS, certain of the building requirements in the Original Declaration present feasibility challenges for some of the remaining vacant lots; and

WHEREAS, a majority of the Lot owners of the Development desire to encourage building on the remaining vacant lots, while also maintaining as much of the original size and development integrity of the Original Declaration as possible,

NOW, THEREFORE, the Committee, having received approval from a majority of lot owners, hereby amends the Original Declaration as follows:

The term “Declarant” is revoked and is amended and restated to read, Declarant as used therein shall mean and refer to the Architectural Review Committee.

* * * *

1. ARTICLE III “COVENANTS, CONDITIONS AND RESTRICTIONS”, shall be amended as follows:

- a. SECTION 7(b)(ii). Planned Use and Building Type. The last sentence of this subsection, "All Lots shall be required to have a common front yard streetlight, chosen by the Committee." shall be deleted in its entirety.
- b. SECTION 7(b)(iii). Dwelling Quality and Size, shall be amended and restated as follows:

Dwelling Quality and Size. Except as otherwise provided herein, no Dwelling shall be permitted on any Lot wherein the living area of the main structure, exclusive of porches, decks, and garages, is less than 3,200 square feet of finished living area. For single-story homes, a minimum of 2,200 square feet is required on the main level. For two-story homes, a minimum of 1,800 square feet is required on the main level. No split-entry homes shall be allowed. Lots 7 and 9 may be granted a variance to these requirements, subject to the Committee's approval.

- c. SECTION 7(b)(vi). Exterior Materials, shall be amended and restated as follows:

Exterior Materials. All exterior materials utilized on Dwellings and other structures shall consist of stone, brick, wood, acrylic stucco, or other materials as approved by the Committee. The front fascia (including the corner surfaces of the front fascia side walls if desired) of a Dwelling shall have an area of stone, brick, or equivalent, as approved by the Committee. Dwellings shall be designed with four-sided architecture and the nature of the architecture shall be consistent with the existing architectural styles in the Development. Aluminum, steel, and vinyl materials may not be used as siding on Dwellings, but may be used as material for soffit and fascia, if approved by the Committee.

- d. SECTION 7(b)(xiii)(1). Nuisance, shall be amended and restated as follows:

1. The development or maintenance of any unclean, unhealthy, unsightly or unkempt condition, including but not limited to, weeds, brush, trash, or debris of any kind, on any Lot;

- e. SECTION 7(b)(xix). Landscaping, shall be amended and restated as follows:

Prior to the initial certificate of occupancy of the Dwelling upon any Lot, at the Owner's expense, the parking strip between the curb and the sidewalk shall be planted with sod and a sprinkling system installed and the front yard from the back of the sidewalk to the front of the Dwelling shall be landscaped according to the Owner's landscape plan approved by the Committee. Within six (6) months of the initial certificate of occupancy of said Dwelling, the Owner, at its expense shall landscape the side yards and back yard of the Lot according to the Owner's landscape plan as approved by the Committee. Each Owner shall purchase and plant (at the location(s) determined by the Committee) the required number of tree(s) in its respective park strip. The Committee shall dictate the required specie or type, number, and tree size to be planted in the parking strip, which shall be maintained by the Owner. All landscaping shall comply with Orem City Ordinances and is subject to the requirements described on the recorded plat and the provisions of these Covenants, Conditions and Restrictions. Each Owner grants the Committee an easement for maintenance, repair and replacement over and under the parking strip in front of each Lot. Failure of any Owner to comply with the provisions of this Section shall give the Committee the right to enter onto such non-compliant parking strip, and to contract as necessary to maintain, repair or replace any item within the park

strip, and to impose a special assessment for the costs thereof to the Owner of such Lot in accordance with the provisions of Section 20 hereof. All demolition, clearing, grubbing, stripping of soil, excavation, grading, and compaction must be performed within the confines of a Lot. Landscaping and all grading and drainage shall be designed in such a way to control water-run off so that any Lot within the Subdivision will not be adversely affected by another Lot. Furthermore, the grades initially established by the Declarant or the Committee may not be altered without the prior written consent of the Committee.

- f. SECTION 7(b)(xxviii). Parking on Main Road, shall be deleted in its entirety.
- g. SECTION 7(b)(xxxix). Pets, shall be amended and restated as follows:

Large animals as that term is defined by Orem City Ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Subdivision. Up to two (2) domestic pets as that term is defined by Orem City Ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Subdivision and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

- h. SECTION 11. Variance, shall be amended and restated as follows:

The Dwelling Sizes as set forth in Section 7b(iii) hereof are intended to be a guideline and are subject to variance by the Committee. The Committee may authorize variances from compliance with any of the architectural guidelines, as they are defined in Section 7(b) of the Covenants, Conditions and Restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such architectural variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the non-architectural restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

- i. SECTION 15. Lease, shall amended and restated as follows:

A Lease of a Unit shall provide that any failure by the resident hereunder to comply with the terms of these covenants, conditions, and restrictions shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and resident by virtue of their inclusion in this Declaration. Daily or weekly rentals are prohibited.

No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, which shall be deemed to be any rental with an initial term of less than six (6) months. The lease of an accessory apartment located within a Unit for a term in excess of six (6) months is permissible. Any Owner who shall lease his Unit or its accessory apartment shall be responsible for assuring compliance by the resident with the Project Documents. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

- j. SECTION 20(a). Assessment, shall be amended and restated as follows:

Any and all such costs as are incurred by the Committee in the performance of an item included in the Area of Personal Responsibility (Section 16 of these Covenants, Conditions and Restrictions) or enforcement of these Covenants, Conditions, and Restrictions shall be added to and become a part of an assessment to which such Owner and Lot is subject, and until paid in full shall be secured by a lien against said Owner's Lot, regardless of whether a notice of lien is filed.

- k. SECTION 20(b). Notice of Intent to Repair, shall be amended and restated as follows:

Except in an emergency situation, the Committee shall give the Owner written notice of the Committee's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance, repair or replacement, or if the maintenance, repair or replacement is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently proceed to completion. In the event that the Owner fails to complete the maintenance, repair or replacement as set forth in the preceding sentence, the Committee may, following notice to the Owner, proceed to do so, in which event the Owner shall pay the Committee all costs and expenses, plus ten percent (10.0%) of the total cost, for said maintenance, repair or placement within thirty (30) days of receipt of the invoice from the Committee for said maintenance, repair of replacement. Any invoice from the Committee not paid within the 30 days set forth in the preceding sentence shall bear interest from the date of the invoice, both before and after judgment, at the rate of eighteen percent (18.0%) per annum. In the event of collection to enforce payment of said invoice, the prevailing party shall be awarded attorney's fees and costs.

2. The property to which this Amended Declaration shall apply shall be the same legal description as the property described in the Original Declaration, which is described as follows:

SEE EXHIBIT A

3. In all other respects, except as amended hereby, the Declaration of Covenants, Conditions & Restrictions of The Chelsea Subdivision is hereby affirmed.

IN WITNESS WHEREOF, the Committee has executed this Amended Declaration as of the ___ day of December, 2017, in accordance with Section 5 of the Original Declaration.

COMMITTEE:

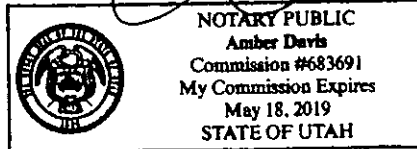
[Handwritten Signature]

Rodger Smith

[Handwritten Signature]

Travis Sallenback

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

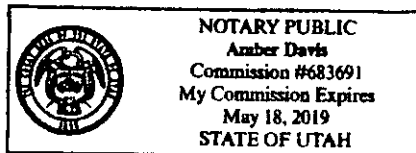


On the 14^m day of December, 2017, personally appeared before me Rodger Smith, the signer of the foregoing document, who acknowledged to me that he executed the same.

[Handwritten Signature]

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF UTAH)



On the 14^m day of December, 2017, personally appeared before me Travis Sallenback, the signer of the foregoing document, who acknowledged to me that he executed the same.

[Handwritten Signature]

Notary Public

EXHIBIT A

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Chelsea Subdivision, according to the Official Plat thereof filed with the Utah County Recorder in Utah County, State of Utah, SUBJECT TO the Declaration of Covenants, Conditions and Restrictions, and as Amended by this First Amendment.