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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: B GRAY ,DEPUTY - UI

**DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHARTWELL**

THIS DECLARATION is made this 17th day of June
1996 by Chartwell Development, L.L.C., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Riverton City, Salt Lake County, State of Utah, more particularly described as follows:

All of lots 1 - 17 Chartwell West, Plat A
according to the official plat thereof
filed with the Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant intends that the Lots, and each of them together with the Common Easement as specified herein, shall hereafter be subject to the covenants,

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Grant Welsh and Ed Dyas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither member of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans, or in a letter form. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

- SECTION 1. Quality.**
1. No Lot shall be used except for residential purposes.
 2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement. Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage and by so doing, may reduce the square footage of their dwelling by 100 square feet.
 3. No building shall exceed two stories in height.
 4. Each dwelling must have masonry exterior with all brick, or stucco, or rock and stucco or stucco, and must have approval by the Architectural Control Committee.
 5. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
 6. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.

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SECTION 2. Dwelling Size: - The requirements below are exclusive of open porch and garages.

- Ramble: 1440 Sq. Ft. Main level.
- Multi-Level: 1380 Sq. Ft. Minimum finished square feet constituting the combination of the main level and upper level, but not including family room, half-bath and laundry room behind garage.
- Two Story: 1st and 2nd floor combined to equal not less than 1860 sq. ft. 1,000 main floor minimum.
- 3 Car Garage: Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage and by so doing may reduce the square footage of their dwelling by 100 square feet.

SECTION 3. City ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken; in conformity with all laws and ordinances of the City of Riverton, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 5. Nuisances. No noxious or offensive activity shall be carried on upon any lots, nor shall any activity which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed area designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

SECTION 6. Temporary Structures. No structure of a temporary character, trailer, basement tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes shall be permitted.

SECTION 7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for temporary storage of garbage and refuse shall be kept in sanitary and clean condition. Each lot and its abutting street shall be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other products shall be stored on any lot in view of the general public.

SECTION 8. Signs. No signs of any kind shall be displayed to the public view on any lot except; one professional sign of not more than one square foot; one sign of not more than five square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

SECTION 9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control, and except one horse per lot shall be allowed provided said lot complies with Section 3 of Article II.

SECTION 10. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points 25 feet from the intersection of the street lines in case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Fences shall not be allowed within the front yard setback.

SECTION 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

SECTION 12. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 13. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupancy of dwelling. All park strips must be planted in grass and lined with Emerald Queen Maple Tree (or equivalent) planted approx. 30' apart. The trees shall be one & one-half to two inch caliper in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

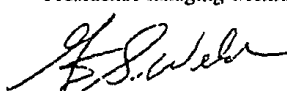
SECTION 2. Severability. In validation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eighty-five (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

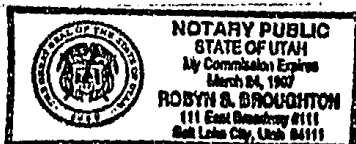
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand this 17th Day of JUNE, 1995.

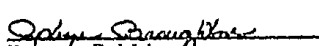
DECLARANT: Chartwell Development, L.L.C.

by: Grant S. Welsh
President/Managing Member


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

On the 17th day of June, 1996, personally appeared before me, Grant S. Welsh, who being by me duly sworn, did say that he is the President/Managing Member and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Grant S. Welsh acknowledged to me that said corporation executed the same.




Notary Public

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