

# AMERICAN SECURE TITLE

138782 BK 0733 Pg 1066  
LuAnn Adams, Box Elder County Recorder  
03/09/2000 4:45pm FEE: 52.00 Dep:SP  
Rec'd For: AMERICAN SECURE TITLE

## DECLARATION

OF

## RESTRICTIVE COVENANTS AND CONDITIONS

OF

## CHADAZ ESTATES PHASE I

Declaration of Restrictive Covenants and Restrictions, Agreements, Restrictions, Covenants and Conditions affecting the official plan thereof, executed by CHADAZ L.C., a Utah Limited Liability Company. (hereinafter referred to as "Declarant")

### WITNESSETH:

WHEREAS, "Declarant" is the owner of certain real property, located in Tremonton City, Box Elder County, Utah, upon which ChadaZ Estates Phase I Subdivision is located which includes lots one through thirty five.

WHEREAS, the undersigned is about to sell lots of the above described property and desires to subject the said property and lots, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants, and agreements between itself and several purchasers of said property as hereinafter set forth, and

WHEREAS, the undersigned desires to protect CHADAZ ESTATES PHASE I, it's surroundings and nature from undesirable encroachments, and to provide a means by which such character may be safeguarded and protected.

NOW, THEREFORE, the undersigned declares that the above described CHADAZ ESTATES PHASE I is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the undersigned and the several owners and purchasers of said property and their respective heirs, successors and assigns, which restrictions, conditions covenants and agreements shall insure to and be for the benefit of all purchasers of lots in the subdivision, their successors and assigns:

1. ARCHITECTURAL CONTROL COMMITTEE:

A. Creation: An Architectural Control Committee consisting of the three (3) members has been created by the undersigned for the purpose of approving, rejecting, and requiring modification of any plans or specifications for structures to be erected on lots in said tract and for the enforcement of the covenants and conditions herein specified, so that all structures and properties shall conform to the restrictions and general plans of the undersigned and of the committee for the improvement and development of the whole tract.

B. Members: The Architectural Control Committee, as of the date of these Restrictive Covenants, consists of the following:

Mark D. Smith  
6434 South 1650 East  
Salt Lake City, Utah 84121

Lynne Brandley  
1590 East 6505 South  
Salt Lake City, Utah 84121

W. Peter Brandley  
1590 East 6505 South  
Salt Lake City, Utah 84121

C. Representative and Compensation: A majority of the committee may designate a representative to act for it. The members of the committee, or it's designated nominee, shall be entitled to compensation for services performed pursuant to these Restrictive Covenants.

D. Vacancies: The undersigned may fill vacancies in the committee and remove members thereof as it so desires. However, when Ninety Percent (90%) of the lots in said tract have been sold, then, upon written designation by not less than Eighty-Five percent (85%) of those who are then owners of lots in said tract ("Owners" being record title owners) designating some particular person or persons to serve as a member or as members of said committee, the undersigned will forthwith so appoint such person or persons, if necessary, remove from the committee an existing member or existing members to create vacancies for the new appointee or appointees; provide, however, that at least one (1) person designated by the undersigned shall always be a member of said committee unless the undersigned desires otherwise.

E. Action: The Architectural Control Committee may act by affirmative vote of any two (2) of it's members, and any authorization or approval made by the committee must be in writing and signed by at least two (2) members thereof. In the event the committee or it's designated nominee fails to approve or disapprove plans and specifications only, within fifteen (15) days after plans and specifications have been submitted to them, then approval shall be deemed to have been given, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool, or other structure shall be erected

or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

2. MUTUAL AND RECIPROCAL BENEFITS:

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit for each and every lot created and the owners thereof, and shall be mutual and equitable servitudes upon each of said lots in favor of each other lot and owner thereof on the aforesaid property and shall be reciprocal rights and obligations between the respective owners of all of the lots created and shall be a privity of contract and estate between Grantees of said lots, their heirs, successors and assigns and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants and conditions running with the land for the benefit of all other lots in said tracts.

3. TERM OF RESTRICTION:

These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

4. IMPROVEMENTS:

A. Type of Structures: No building other than one (1) single family dwelling house shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house.

B. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any lot at anytime as a residency, either temporarily or permanently.

C. Approval: For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each site by acceptance of title thereto, by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans and specifications and plot plan have been approved in writing by Declarant or it's nominee. Each such building, wall, fence, swimming pool, or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved in writing. Refusal or approval of plans and specifications may be based on any grounds, including purely

aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant shall deem sufficient. No alteration of the exterior appearance (including without limitation the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be approved in writing by Declarant or it's nominee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls, and exterior alterations), together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant, or it's nominee, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Declarant, or it's nominee.

All plans and specifications for such approval must be submitted at least fifteen (15) days prior to the proposed construction starting date.

As to all improvements, construction and alterations within the property, the Declarant, or it's nominee, shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the Declarant's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant, or it's nominee, shall have the right to take into consideration the suitability of the proposed building or other structures, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the Declarant's opinion, shall affect the desireability or suitability of such proposed structure, improvements or alterations.

D. Size: The ground floor area of the main structure, (rambler) one-story not including open porches and garages, shall be not less than, one thousand (1000) square ft. Two (2), Three (3) and four (4) level homes must have not less than eleven hundred (1100) square feet finished. This can be achieved by counting the upper two (2) levels and one half (1/2) of the third level. A double two (2) car garage either be attached or detached with not less than four hundred (400) square feet is required. Any auxilliary buildings must be so designed and constructed as to be compatible in appearance with the main building and meet all Tremonton City Ordinances.

E. Height: No structure shall exceed two stories above the ground level for living space or be more than thirty five (35) feet in height.

F. Construction: When the erection of any residence is once begun, work thereon must be completed with a reasonable length of time, eight (8) months shall be reasonable. Initial erection of any residence must begin within two (2) years of closing of said lot. This two year period will be extended only if the purchaser maintains the lot in a satisfactory condition: namely landscaped, watered and grass, etc., mowed. No building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall be:

- (1) Closer than thirty (30) feet to the front boundary line.
- (2) Closer than eight (8) feet to any side boundary line.
- (3) Closer than twenty (20) feet to any rear boundary line of said premises.
- (4) Any accessory buildings must meet all Tremonton City Ordinances.
- (5) Lots must be maintained in a clean and neat manner and not be allowed to go to weeds prior to or during occupancy.

G. Siding may be used on the structure, when approved by the Architectural Committee.

H. Re-subdivision: None of said lots may be re-subdivided.

5. FENCES AND LANDSCAPING:

All fences must be approved by the Architectural Committee prior to construction of fences. No electric fences will be allowed. Each lot owner must construct fences to keep all animals on their lots.

Landscaping of front yard and all other portions of the lot facing any street including parkways will be completed not more than six (6) months after occupancy unless an extension is given for six (6) months due to weather. Designs must be submitted for landscaping to the Architectural Control Committee. This will include sod and at least six (6) shrubs or trees.

Boundary planting along any lot lines except trees with single trunks shall not be permitted to grow higher than six (6) feet. All owners shall likewise maintain their hedges, plants, shrubbery, trees and lawns in a neat and trim condition.

The surface grade or elevation of the various lots and other residential sites in the subdivision shall not be substantially altered or changed in any manner which would affect

adjoining lots or which would result in materially obstructing the view from any other lot of residential sites in the subdivision. If any construction or landscaping mandates retaining wall(s) on adjoining lots the owner of said lot will pay for retaining wall.

6. 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 leash under handler's control.

7. UTILITIES:

All electric, television, cable, radio and telephone line installments and connections from lot owner's property line to residence or structures shall be placed underground.

8. SIGNS:

No advertising sign (except one of not more than five (5) square feet "for Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any lot or any resident thereof. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, which are approved by the Architectural Control Committee.

9. RUBBISH CONTROL:

No rubbish shall be stored or allowed to accumulate on any lot or property, improved or unimproved. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding thirty (30) days. Trash, garbage or other wastes will be kept in sanitary containers and shall be kept in a clean and sanitary condition and shall be screened by adequate planting or fencing as herein permitted so as to conceal from view of neighboring lots and streets. Each lot, whether improved or unimproved, shall be kept free of trash, weeds, rubbish and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. Contractors are required to contain construction waste and to remove said waste upon completion of home.

10. OIL AND MINING OPERATIONS:

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

11. ANTENNAS:

No radio aerials or ham radio broadcast or receiving apparatus, shall be erected, maintained, or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site. Satellite dishes will be allowed in back yards only.

12. NON-PERMITTED PARKING:

No campers, boats, boat-trailers, house-trailers, automobiles, trucks, motorhomes, trailers, or horse trailers shall be stored in excess of three (3) days in driveways, on streets, or other areas in front of any house. Any of the above vehicles, or any part thereof not in actual use shall be stored or placed at the side of or behind the home only.

13. MAIL BOXES:

All mail box types and locations so specified shall be such as to meet all requirements of the Post Office Department.

14. EASEMENTS:

Easements for installation and maintenance of utilities and drainage are hereby reserved on each lot as shown on the final recorded plat. No structure of any kind shall be erected over any of such easements, except upon written permission of the Declarant, it's successors or assigns and the various utility companies which may have said easements running in their favor.

15. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. BREACH OR VIOLATION OF COVENANTS:

In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the owner of any lot or residential site in the subdivision, or any of them, jointly or

severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach.

In addition to the foregoing right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, who on demand, shall reimburse Declarant, or it's nominee, for the cost thereof; and such entry and abatement or removal shall not be deemed a trespass.

17. FAILURE TO ENFORCE:

The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the endorsement of any such right, reservation, covenant restriction, limitation, condition or agreement as to any such breach or violation thereof. The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

18. RECOVERY:

In the event the Declarant, Architectural Control Committee or any property owner in this subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover, in addition to any other damages, costs, and expenses of the litigation, including reasonable attorney fees from the party found to be violation thereof.

19. VOTING:

In voting pursuant to any applicable provision hereof, each lot owner of record shall be entitled to one (1) vote for each lot owned and the action resulting from said vote shall be evidenced by a written instrument signed and acknowledged by such lot owners and the same shall be recorded in the County Recorder's office of Box Elder County, Utah.

20. PARAGRAPH HEADINGS:

Paragraph headings and phrases at the beginning of certain paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, part of this Declaration nor are they in any way to define, limit or describe the scope of intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the undersigned Declarants herein has hereunto set their hands and seal this 2<sup>nd</sup> day of March 1999.

CHADAZ L.L.C. A UTAH LIMITED LIABILITY COMPANY

BY W. Peter Brandley

BY Mark D. Smith

State of Utah )

) ss.

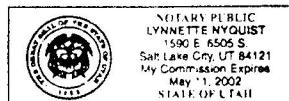
County of )

On this 2<sup>nd</sup> day of March 2000, before me personally appeared W. Peter Brandley and Mark D. Smith who acknowledged that they are authorized to act for an on behalf of said Limited Liability Company and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of CHADAZ ESTATES PHASE I subdivision as a free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth, and who duly acknowledged to me that they executed the same.

Lynette Nyquist  
NOTARY PUBLIC

My Commission Expires 5-11-2002

Residing at 1590 E. 650 S.  
S. L. C. UT. 84121



## SURVEYOR'S CERTIFICATE

I, DONALD J. JOHNSTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND HOLD CERTIFICATE NO. 152173 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HERAFTER TO BE KNOWN AS CHADAZ ESTATES SUBDIVISION PHASE 1 AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

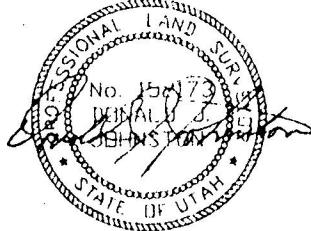
## BOUNDARY DESCRIPTION

BEGINNING AT A POINT 242.02 FT. S 00°01'50" W ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 10, T 11 N, R 3 W, SLB&M AND RUNNING THENCE S 00°01'50" W 648.45 FT. ALONG SAID QUARTER SECTION LINE; THENCE N 89°54'00" W 160.00 FT.; THENCE N 00°01'50" E 47.46 FT.; THENCE N 89°54'00" W 212.88 FT.; THENCE S 00°06'00" W 225.00 FT.; THENCE N 89°54'00" W 271.37 FT. TO THE EAST LINE OF SANDALLWOOD ACRES SUBDIVISION; THENCE N 00°06'00" E 687.50 FT. ALONG SAID EAST LINE (RECORD BEARING N 0°48' E) TO THE NORTH LINE OF 100 SOUTH STREET; THENCE S 89°54'00" E 161.61 FT. ON A PROJECTION OF SAID NORTH LINE; THENCE 15.71 FEET ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE LEFT, WITH CHORD BEARING N 45°06'00" E 14.14 FT.; THENCE N 00°06'00" E 121.54 FT. TO GRANTOR'S NORTH PROPERTY LINE; THENCE N 89°15'21" E 471.97 FT. ALONG GRANTOR'S NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 9.88 ACRES & 35 LOTS.

THE BASIS OF BEARING OF THE SURVEY IS THE LINE RUNNING FROM THE NORTHWEST CORNER OF SECTION 10 (AS PER NOTE BELOW) TO THE NORTH QUARTER CORNER OF SECTION 10, T 11 N, R 3 W, SLB&M WHICH LINE IS BEARING N 89°15'21" E RELATIVE TO THE WEST BOUNDARY OF SAID SECTION BEARING S 00°15'05" W (MATCHING RECORD DESCRIPTIONS ALONG SAID WEST BOUNDARY).

NOTE: SAID NORTHWEST CORNER OF SECTION 10 USED FOR THIS SURVEY IS PRESENTLY A MONUMENT SET IN A RING & COVER ESTABLISHED FROM PLATS OF RECORD OF 1927, 1944 AND 1945 AND MATCHING PLAT R. TREMONTON TOWNSITE SURVEY OF 1945 AND AGREES WITH BLOCKS R1, R2, R3, & R4 AND THE INTERSECTION OF EIGHTH AND TENTH WEST STREETS. THE NORTH QUARTER CORNER OF SAID SECTION 10 IS A FOUND RAILROAD SPIKE MEASURING 2624.89 FEET EASTERLY FROM SAID NORTHWEST CORNER ALSO MATCHING SAID PLATS OF RECORD.

06/01/99  
DATE



## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED