

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
CANTERBURY NORTH PLATS "A and B" SUBDIVISION**

We, the undersigned, owners of the following described real property, to-wit:

**Canterbury North Plats "A and B" Subdivision**

do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the Canterbury North Plats "A and B" Subdivision ("Subdivision"), excluding the existing home on Lot #4, shall be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land within the above-mentioned Plat as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the Subdivision, this Declaration of restrictions being designated for the purpose of keeping the Subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified. This Declaration is not in lieu of, but in addition to all applicable Highland City ordinances which ordinances are minimum or mandatory requirements.

**A. AREA OF APPLICATION**

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above-described Subdivision property, to wit:

See property description on recorded plat map of Canterbury North Plats "A and B."

**B. ARCHITECTURAL COMMITTEE**

The Architectural Committee ("Committee") shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. The original members of the Committee shall be Dan S. Frandsen, Isaac T. Patterson, and Karen M. Fenton. In the event of death or resignation of any of the initial members, the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. Except for the initial members of the Committee, subsequent members of the Committee should be residents of the Subdivision at the time of their appointment. Should any subsequent member of the Subdivision move his or her residence outside of the Subdivision, he or she shall then be disqualified to continue to serve and the Committee shall declare a vacancy. Sale or transfer of all ownership interest in any portion of the Subdivision by a subsequent member living in the Subdivision shall constitute resignation from the Committee.

### C. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed 2 stories in height and a private garage for not less than two cars and not more than three cars, with 3-car garages being encouraged where possible. However, the following Plats "A and B" lots are limited to single level homes above grade or not exceeding Twenty feet (20') in height: Lots 1 through 9, and Lots 42 through 47. No modular homes are allowed on the lots. Roof lines must be kept at 5/12 pitch or higher, unless special permission is granted by the Architectural Committee upon review of plans, specifications, and lot location. However, roof lines at 6/12 pitch or higher are strongly encouraged. The ground floor of the main structure (rambler or split-level), exclusive of one-story open porches and garages, shall not be less than 1,500 square feet within the outside perimeter of the main structure. Two-story homes shall not be less than 2,000 square feet. However, homes larger than the minimum square footage requirements are strongly encouraged. The Architectural Committee may require that homes may exceed these minimum square footage requirements at its sole discretion. These square footage requirements exclude garages, porches, verandas, carports, patios, *etc.*, unless approved by the Committee. Accessory buildings are not allowed.

2. Roof Type. The roofing materials shall be either approved wood shingles (with acceptable fire rating), composition asphalt shingles, or roofing tiles.

3. Exteriors. All exterior elevations and colors shall be approved by the Committee and shall be One Hundred Per Cent (100%) masonry, stone, and/or stucco. This percentage does not include the foundation, eave line, soffit, fascia, gable area, or area above the highest main ceiling line of the interior of the home. Home exteriors shall conform to the general theme of neighborhood design as determined by the Committee. Only mini satellite dishes are allowed (no full-sized satellite dishes). No visible antennae are allowed. Exteriors shall be in compliance with the ordinances of Highland City.

4. Setback Requirements. Setback requirements for the residential homes are as follows:

25 feet as a minimum front setback

25 feet as a minimum back setback

25 foot combo requirement with a minimum of 10 feet on either side as sideyard setbacks

Corner lots shall have the side of the home closest to the road setback a minimum of 25 feet.

#### 5. Landscaping.

a. Each individual lot shall have the front yard completely landscaped by the title holder within one (1) year of the issuance of a certificate of occupancy, including sprinkler systems. Landscaping is the sole responsibility of the Lot Owner.

b. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval of the Committee. The following trees, because of their undesirable characteristics, are prohibited in the this subdivision:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Platanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplar
Populus Angustifolia	Narrow-leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar
Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locust
Ulmus Pumila	Siberian Elm

c. All Plats "A and B" Lot Owners are hereby notified that they will be included in Highland City Special Improvement District for park and landscape maintenance. Although the assessments may vary, Highland City's current assessment, as of March 1<sup>st</sup>, 2001, is \$20.00 per month.

6. Ingress/Egress. No lot within the Subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this Subdivision.

7. Building. No building, structure, or fences of any kind shall be constructed until the house plan is approved by the Committee, at which time construction of the home shall begin.

8. General. Prior to construction, the Lot Owner shall be responsible for clearing weeds and debris.

9. Vehicles, RV's, Trailers. Lot Owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets.

10. Storage Tanks. No tank for the storage of fuel is allowed in the development.

11. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Highland City.

12. Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

13. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All power and telephone lines must be run underground.

14. Nuisances. No noxious, illegal, or offensive activity shall be carried on upon the property at any time nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

15. Signs. No signs, billboards or advertising structures may be erected or displayed on any lot in the Subdivision, except that a single sign, not more than 3x5 feet in size advertising a specific unit for sale or house for rent, or project/construction sign not to exceed 5x8 feet in size, may be displayed on the premises affected.

16. Trash. No trash, ashes or any other refuse may be dumped or thrown on any lot in the Subdivision. All homes must subscribe to city garbage disposal service. Trash cans must be stored out of public sight.

17. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

18. Fences. All fences must be approved by the Committee prior to construction of the fence.

19. Relocated Building and Modular Homes. No building which was formerly located in another site shall be moved onto a lot in this Subdivision. Also modular homes are restricted from being placed on any lot in this Subdivision.

#### D. NEW BUILDING AND PROCEDURE

1. To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

2. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Preliminary Plans shall include as minimum the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the house.
- d. One major section through house.
- e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

3. Final Plans. (To be filed for approval and accepted before construction is begun.)

Final Plans shall include as minimum the following:

- a. Plot plans to scale showing the entire site, buildings, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, *etc.*

Specifications shall give complete descriptions of materials to be used. Descriptions of exterior materials should be supplemented with a notation of the colors to be used on the exterior of the residence.

4. Committee Procedure. The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.

- a. That the Committee shall accept or reject:
  - 1. Preliminary Plans of proposed residences (as defined herein).
  - 2. Final Plans of proposed residences (as defined herein).
  - 3. Planning Problems or complaints by property owners.
- b. The Committee shall act within fourteen (14) days on the preliminary plans, and notice will be given to the parties concerned.
- c. The final plans shall be delivered to the Committee which shall accept or reject them within seven days and so notify the owner.
- d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where the Owner shall be informed of the nature of the cause of the action so that the Owner can take the steps necessary toward obtaining approval of the plans.
- e. The Committee has the authority to judge buildings, materials, fences, painting, *etc.*, on whatever basis available to it with the aim of preserving what it feels are the best interest of the property owners represented. These shall include aesthetics, permanence of materials, *etc.* All decisions of the Committee shall be final.
- f. In the event the Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the structure shall conform to and be in harmony with existing structures in the Subdivision and with the other provisions herein contained.

E. GENERAL PROVISIONS

1. Extent of Obligation. These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the Subdivision.

2. Amendment. These covenants can be terminated or amended by agreement in writing, signed by two-thirds (2/3) of the property owners in the Subdivision.

3. Enforcement. In the event of violation of any of these covenants, the Architectural Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the Subdivision.

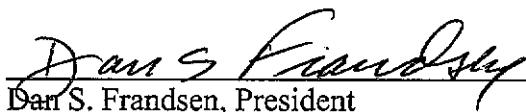
4. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

5. No Recourse. The protective covenants, conditions, and restrictions set forth in this Declaration are established for the benefit of this subdivision. Any damage, loss, claim, or liability which might arise due to any decision, act, or failure to act regarding this Declaration, by the Undersigned or any of its agents, shall be exempt from any civil claim or action brought by any person owning or having an interest in any Lot or property within the Subdivision, or by any other person. The Undersigned shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied). Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the Owners/Buyers. In the event proper procedures have not been followed in regards to any of these covenants, conditions, and restrictions, these covenants, conditions and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property Owners.

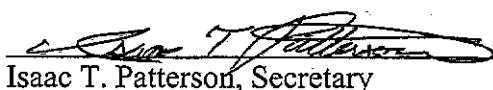
DATED this 12<sup>th</sup> day of March, 2001.

CANTERBURY DEVELOPMENT & INVESTMENT, INC.

By:

  
Dan S. Frandsen, President

By:

  
Isaac T. Patterson, Secretary

STATE OF UTAH )  
:ss  
COUNTY OF UTAH )

On this 12<sup>th</sup> day of March, 2001, personally appeared before me, Dan S. Frandsen and Isaac T. Patterson, of Canterbury Development & Investment, Inc., who being by me first duly sworn did say that they executed the foregoing instrument on behalf of Canterbury Development & Investments, Inc. pursuant to the authority vested in them.

David L Cottle  
NOTARY PUBLIC

3-9-01 kmf

