

Declaration of Restrictive Covenants,
Agreements, Restrictions and Covenants
of

Castle Heights Subdivision

ENT 734291 Bk 934 Pg 8
DATE 7-MAR-2000 11:49AM FEE 22.00
MICHAEL L GLEED, RECORDER - FILED BY MG
CACHE COUNTY, UTAH
FOR CRAIG REESE

Declaration of restrictive covenants, agreement, restrictions and conditions affecting the real property known as Castle Heights Subdivision.

The undersigned, Castle Heights Subdivision which is under Castle Development Inc, a Utah Corporation, being the owner of that certain real property situated in Cache County, State of Utah, and more particularly described in Exhibit "A" attached hereto and made a part hereof, does hereby make this declaration of protective covenants, agreements, restrictions, and conditions as follows:

A. General Terms

1. Mutual and Reciprocal Benefits, etc.

All of said restrictions, conditions, covenants, and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create mutual and equitable servitudes upon each of the said lots in favor of each other lot created on the aforesaid property, and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to and to create a privity of contract and estate between the grantees of said lots, theirs, heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of the owners of all other lots in said subdivision.

2. Terms of Restrictions

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 31st day of December, 2020. Upon that date the said restrictive covenants shall be extended for an additional period of ten years unless there is recorded a document with the Cache County Recorder, Utah, signed by a majority of then existing record owners of said subdivision terminating and restrictions. On December 31, 2030 and each ten year period thereafter, said restrictive covenants shall be extended for like ten year periods under the same conditions as above set forth. Provided, however, at any time after December 31, 2020, these restrictions, conditions, covenants and agreements may be altered or modified by a vote of the majority of the record owners of said subdivision. In all voting, the owner(s) of each lot of said subdivision shall be entitled to one vote per lot regardless of the number of owners of any lot and such vote shall be evidenced by recording a written instrument with the Cache County Recorder, Utah, signed and acknowledged by the owners of the lots in said subdivision.

3. RE- 12 Residential Estate 12,000 sq.ft.

Castle Heights subdivision is an RE-12 Zone and these covenants are intended to be in harmony with the presently existing surrounding developments and potential developments to be selected in the future.

B. General Restrictions.

1. Pets, Animals, Etc.

No more than three household type pets shall be kept on any of said lots, provided that at no time shall more than two dogs be kept on any of said lots. No more than one horse, or sheep, or llama per acre shall be kept on any of said lots unless an additional and sufficient number of animal rights consisting of one horse per acre secured from neighboring lots in said subdivision.

2. Signs

No commercial signs shall be displayed on any of said lots in this subdivision except there may be one for sale or for lease sign not exceeding 24" x 36" when required for the purpose of advertising such sale or lease. The owner(s) of said subdivision listed shall be allowed signage to be posted while homes under their construction are being built and at the entrance to the subdivision for advertising purposes.

3. Private Residences; Moving of Structures

Lots in this subdivision shall be used for private residences only, except as provided by the North Logan City ordinances and as hereinafter otherwise provided; and no structure shall be moved from any place on said premises without prior written approval of Castle Development Inc. (CDI) or it's officers or replacement as listed below.

4. Excavation

No excavation for stone, gravel, or earth shall be made in this subdivision, unless such excavation is made for the purpose of building erection or structure thereon and for landscaping benefit of the area. All excavation to be requested to and overseen through CDI.

5. Rubbish

No rubbish, debris, or waste products shall be stored or allowed to accumulate on the lots in said subdivision except during construction and such as is kept in the municipal garbage collection schedule.

6. Repair and Storage of Personal Property

personal property of the lot owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty days unless such repairs occur within the confines of the lot owners garage. Recreational vehicles of the lot owner which include but are not limited to boats, snowmobiles, RV's, Personal watercraft, campers can be stored on any lot as long as these vehicles are stored in an area on the sides or rear part of owners home that is conducive with the architecture of the lot's residence and out of reasonable sight of neighbors.

7. Easements

Such easements and rights of way shall be reserved to the undersigned, their successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph service, cable television, sewage, secondary irrigation water, and other necessities for the convenience to the owners of the lots in this subdivision, as may be shown on the plat map of said subdivision, and the undersigned, their successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds to any or all of said lots as shown on said plat. No structure of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors and assigns except as required by the company furnishing the utilities.

8. Maintenance of Lots

Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. Weeds shall be cut back at least three times or more per year as is necessary. If the appearance of a lot falls below reasonable levels, CDI or its successor, shall notify the owner of the lot in writing and the owner shall have ten days after receipt of such notice to restore the property to an acceptable level of maintenance. Should the owner fail to do so, CDI or its successor, may order the necessary work done at the expense of the owner of the lot.

C. Specific Restrictions on Improvements

1. Intent of Restrictions on Improvements

The owners intend by these covenants to restrict the designs, materials used, and landscaping of improvements only to the extent of insuring quality in external appearance and maintaining property values on a long term basis.

2. Architectural Review Committee, CDI

The undersigned shall be or appoint an Architectural Review Committee (ARC), who shall be an assigned agent or agents of the undersigned. The function of the committee will be to review and approve all improvement plans of the owners of lots, consistent with the intent of the improvement covenants. However the ARC may make exceptions to the requirements contained herein if it can be shown that said requirements would impose a hardship of an unreasonable nature such as, but not limited to, unavailability of prescribed building materials and/or high user fees or rates prescribed by others. No structures, residences, outbuildings, tennis/sports courts, swimming pools, walls, fences, or other improvements shall be constructed upon any lot without following the ARC process as outlined below. This committee will stay in existence until a residence has been built on all lots in this subdivision. At such time the undersigned, successors and assigns will remain as a board to govern any future additions, improvements, etc. to said lots or residences.

3. Review Process

a. **PRELIMINARY SUBMISSION.** This submission to the ARC is not required but highly recommended because it will save time for all parties. The submission should in rough drafted form to scale showing proposed improvements, including but not limited to building design and location, driveways, walks, paths, outbuildings and patios. The plans should be conceptual with elevations, floor plans with basic dimensions. Information such as colors and materials to be used are to be included also. If the submission is not acceptable to the ARC, changes will be discussed before final submission.

b. **FINAL SUBMISSION.** This submission is required and must be in a more detailed form. This must reflect all information possible to the ARC such as landscape plan, timing, requirements, etc. If the ARC doesn't reply to the final submission within 25 days the owner(s) shall have the right to commence construction as contained in the final submission, providing they first give notice to the ARC.

The ARC has the right to stop construction if the work being done does not conform to the final submission. The ARC shall retain a copy of final submission.

4. Specific Restrictions

a. No building other than one single family dwelling house and appropriate buildings as defined by the North Logan Zoning Laws for RE- 112 Zone 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 or approved outbuildings.

b. Architectural Controls

1. **Roofs** - All roofing shall be of asphalt shingles, tile, copper. Any roof pitch shall not be less than 6/12 ratio.
2. **Exterior** - All exterior veneers shall be of stone, masonry, brick, stucco and to be of maintenance-free materials. Veneers can be utilized however the owner desires as per plans as long as there is a minimum of 15% masonry utilized with matching mailbox (min. 2' x 2' x 4' o.d. size). Subdivider will provide to each lot owner when finished with construction, (1) bronze address nameplate to be placed on each mailbox per CDI.
All fascias to be min. of 6" wide and of metal veneer with matching soffits. **NO VINYL PRODUCTS USED** unless approved by CDI.
All exposed foundations will be plastered completely as well as any concrete retaining walls, columns, steps, etc.
3. **Residence Size** - The residence to be built should be not less than 1600 sq.ft. if a rambler size. Two level homes shall not be less than 2200 sq.ft. with min. of 1500 sq.ft. on main floor. No berm-type or exclusive solar- type residences will be allowed.

4. Building Line and Height Restrictions - No residence or outbuilding shall be less than 30' from the exterior sideline or backline of lot. No portion of any residence or outbuilding shall be less than 30' from the front line of any lot. No building shall have more than one story above main level, unless attic area is utilized within roof. No building shall be more than 30' in total height from final grade unless grade drops in elevation from highest grade against building. Walk-out basements not counted for building height reqs.

c. Fencing - must not compete or dominate house and must be in compliance with No. Logan Zoning reqs. Vinyl products discouraged and will be approved by ARC prior to any installation. All fencing must be completed within 60 days of commencement, weather permitting.

d. General Contractor/Designer - Only Castle Development Inc. will be allowed to build any of the residences or outbuildings within this subdivision. Only Castle Design Inc. plans will be used for same. Owners of residences may choose to finish basements, landscaping or fencing at a later date using other contractors if need be. Castle Development Inc. will approve all subcontractors and sweat equity programs utilized.

Note - That once a lot has been purchased construction must commence within 18 months with diligence.

e. Site Planning

1. Drainage and Erosion Control - Drainage must conform to the site plan and cannot exceed a ratio of 2 :1. Construction must not cause excessive soil erosion.

2. Grading - Grading of a site should be designed to minimize the amount of cutting and filling and not affect adjoining properties.

f. Landscaping - Landscaping must be in harmony with the intent of these improvement restrictions and the surrounding lots.

g. Diligence in Construction Improvements - Once the construction of any residence or other structures other than fencing has begun, work thereon must proceed diligently and be completed within 12 months, weather permitting. Landscaping from the front line of the lot and back at least 120 feet be completed within 18 months of commencement of construction of any residence, weather permitting. Lot owners of lots one half acre or more shall be allowed a reduction in the landscaping footage requirements of 120' back from the front lot line in favor of an equal amount of landscaping square footage minus the footprint of the residence constructed on any said lot. Where possible, natural drainages should be left in a natural state, as to retain storm water. However, if it can be demonstrated that the proposed landscaping would be in harmony with the control of storm water, said landscaping may be installed per the ARC.

5. Violation, Acceptance, and invalidity of Restrictions.

1. Violations of Restrictions; Penalties

Violations of any of the restrictions, conditions, covenants, or agreements herein contained, shall give the undersigned, their successors and assigns, the right to enter upon the property where such violation occurred and after written notice of 10 days the undersigned may remove any structure any structure or building or correct the condition in violation of these restrictions at the expense of the owner of the lot without being deemed guilty of a trespass. The violation of any of these covenants is a nuisance. Such remedy shall be deemed cumulative and not exclusive.

2. Acceptance of Restrictions.

All lot owners by acceptance of contracts or deeds to said lots shall be conclusively deemed to have consented and agreed to all the restrictive covenants. Be it understood that anyone owning a lot in this subdivision has been given a copy of these restrictive covenants upon purchase of any lot and has understood what is contained herein.

3. Invalidity.

It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any part or portion thereof, is held to be invalid, or void, such determination that it is invalid or void shall in no manner affect the remainder of the covenants and same shall continue to be enforceable.

