

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON ESTATES SUBDIVISION PHASE 1**

### **Part A. Preamble**

The undersigned, being the owner of the following described real property located in Cache County, State of Utah, to-wit:

Lots One (1) to Fourteen (14) inclusive, Canyon Estates Subdivision Phase 1 according to the official plat thereof, as recorded in the office of the County Recorder of Cache County.

We do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions restrictions and stipulations.

### **Part B. 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 detached single-family dwelling not to exceed two stories in height above ground with a private, attached garage for no less than a two-car garage. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. No pre-manufactured houses will be allowed.

#### **2. Architectural Control.**

No building shall be erected, placed or altered on any lot until the fully completed construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external with existing structures, and as to location with respect to topography and finish grade elevation. Partial or schematic plans and specifications will not be approved. Plans shall not be changed or altered during the construction process without review and written approval from the Architectural Control Committee. No fence or wall shall be erected placed or altered on any lot

unless similarly approved by the Architectural Control Committee and is in accordance with Hyrum City Building Codes and Ordinances.

**3. Dwelling Quality and Size.**

For all lots, the main floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling (1,700 square feet if no basement). The total square footage of a two-story structure, exclusive of open porches and garages, shall not be less than 2,200 square feet. Unless otherwise permitted by the Architectural Control Committee, no metal or vinyl siding will be allowed (except for at soffits and fascia). No log-type siding is permitted. Exterior should be a minimum of 25% brick and / or stone. Roof pitches facing the front of each lot shall be sloped 6 in 12 and no steeper than 12 in 12. Shallower roof pitches may be allowed in certain instances but require pre-approval by the Architectural Control Committee. It is the intent and purpose of this covenant to assure that all dwelling shall be of quality workmanship and materials, and to create aesthetic consistency within the subdivision.

**4. Building Location.**

Locations of buildings are to comply with Hyrum City ordinance.

**5. Easements.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. 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 in it shall be maintained continuously by the lot owner, except for those improvements for which a public utility company is responsible.

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**6. Nuisances.**

No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon 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, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other items are to be stored on streets at any time. Such items may be stored on lots if: in running condition, properly maintained, properly licensed, and are being regularly used. However, such items shall not be stored in areas that detract from the visual appeal of the subdivision.

**7. Other Structures.**

No structure of a temporary nature including trailers, boat covers, basements, tents, shacks, storage sheds, barns or other temporary out buildings or structures shall be stored or constructed on any lot at any time. Permanent detached buildings may be constructed, but require pre-approval, in writing by the Architectural Control Committee. The location on the lot of any such building also requires pre-approval by the Architectural Control Committee. Any approved detached buildings shall be supported on permanent foundations and shall have exterior architectural finishes and characteristics that match the home's exterior architectural finishes and characteristics.

**8. Signs.**

No sign of any kind shall be displayed to the public view on any lot unless it is a professional sign no larger than six square feet. Only one sign on each lot is allowed to be displayed at one time no larger than six square feet advertising the property for sale or used by a builder to advertise the property during the construction and sales period. In addition, signs are to comply with the Hyrum City ordinance.

**9. Animals & Livestock.**

No animals or livestock 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 care. Hyrum City ordinance to be enforced.

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**10. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its corresponding street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot.

**11. Sight Distance at Intersection.**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. Hyrum City ordinance to be enforced.

### **12. Oil and Mining Operations.**

No oil drilling, oil development operations, 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 shall be permitted upon or in any lot. No derrick or other structure designed for use in boring or oil or gas shall be erected, maintained, or permitted upon any lot.

### **13. Landscaping**

Landscaping is to be complete within one (1) year of completion of the construction of the main structure. All landscaping is to be nurtured and maintained at all times. Each lot owner shall be responsible to plant two (2) 2" caliper trees in the park strip in the front of each lot. Corner lots shall be required to plant two (2) trees per side of lot for a total of four (4) trees. Install the following tree types:

- "Autumn Blaze" Maple (*Acer x freemanii*)

### **14. 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 shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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### **15. Construction Timeline**

Construction of an approved home shall be completed within eighteen (18) months of construction commencement. Date of construction commencement shall be considered the date of approval by the Architectural Control Committee. If construction of an approved home is not completed within eighteen (18) months of construction commencement the owner is required to return the land back to its original state within twelve (12) months from the time of written notice from the Architectural Control Committee. If not restored within the twelve month period refer to Section D item 2 for further enforcement stipulations.

### **16. Mailboxes**

There will be one or possibly two common mailbox structures put in place by the developer and each lot will be allotted one mailbox. This is under the direction of the Post Office and no personal mailbox will be allowed.

## **Part C. Architectural Control Committee**

### ***1. Membership.***

The initial Architectural Control Committee shall be composed of CENTER POINT CONSTRUCTION, INC. and shall remain so until they wish to appoint a new committee. The newly appointed committee shall consist of three members, all of which shall be lot or homeowners in the subdivision.

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 the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the record owners of a 2/3 majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw or restore any of the committee's powers and duties.

### ***2. Procedure.***

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after fully completed plans and specifications have been submitted to it, approval will not be required. However, in such an event, the general requirements of these covenants shall be fully complied with, and the Architectural Control Committee may act as required to ensure this compliance.

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## **Part E. General Provisions**

### **1. Term.**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

### **2. Enforcement.**

Any person or lot Owner found in violation of these restrictions and covenants shall be notified in writing by the Architectural Control Committee. In such an event, the Owner shall be allowed 14 days to perform complete corrective action toward the violation. If proper and complete corrective action is not taken by the Owner at the expiration of the 14-day period, the Architectural Control Committee may cause such corrective action to be taken at the

Owner's cost. If the assessed costs are not paid by the owner within 30 days and a member or members of the Architectural Control Committee pay the cost of the corrective action for the owner, the amount of the cost, plus interest, collection costs, and reasonable attorney's fees, constitutes a lien upon the Owner's lot and upon the recording of the notice of the lien by the Architectural Control Committee member or members that paid for the cost of the corrective action. It is a lien on the Owners lot prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax liens on the Owner's lot, and (2) encumbrances on the Owners lot recorded prior to the date such notice is recorded. Additional enforcement shall be by proceedings of law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

1. Severability.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Dated this 27th day of September,  
2020

STATE OF UTAH )  
 ) SS  
COUNTY OF CACHE )

[Signature]  
RON HALE'S (MEMBER)  
HYZUM REAL ESTATE DEVELOPMENT, LLC

On the 27th day of September personally appeared before me Ronald Hales, who being by me duly sworn says that he is the Developer of Canyon Estates Subdivision Phase 1 and that he executed the above and foregoing instrument.

IN WITNESS WHEREOF I have herewith set my hand and affixed by seal this day of 9.27.20.

Notary Public  
Residing at: Davis County

My commission Expires: 1.29.23

[Signature]

