

DECLARATION OF RESTRICTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS, AND CONDITIONS  
OF  
CANYON RIDGE SUBDIVISION

Declaration of restrictive covenants, agreements, restrictions and conditions affecting the real property known as Canyon Ridge Subdivision.

The undersigned, Canyon Ridge Subdivision, 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 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 create a privity of contract and estate between the grantees of said lots, their 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. Term 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, 2019. 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 the then existing record owners of said subdivision terminating said restrictions. On December 31, 2029, 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, 2019, these restrictions, conditions, covenants and agreements may be altered or modified by a vote of a majority of the record owners of said subdivision. In all voting the owner or owners 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.

ENT 593545 BK 597 Pg 497  
DATE 1-FEB-1994 9:33AM FEE 25.00  
MICHAEL L GLEED, RECORDER - FILED BY DB  
CACHE COUNTY, UTAH  
FOR NIELSON, MATT

3. RE-1: Residential Estate--One Acre.

Canyon Ridge Subdivision is in an RE-1 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 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 per acre shall be kept on any of said lots.

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 inches by 36 inches when required for the purpose of advertising such sale or lease.

3. Private Residences; Moving of Structures.

Lots in this subdivision shall be used for private residences only, except as hereinafter otherwise provided; and no structure shall be moved from any place on said premises without the prior written approval of the Architectural Review Committee or its replacement as described 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 the erection of a building or structure thereon.

5. Rubbish.

No rubbish, debris, or waste products shall be stored or allowed to accumulate on the lots in said subdivision except such as is kept in the municipal waste containers and emptied according to 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 30 days, unless such repairs occur within the confines of the lot owner's garage. Recreational vehicles of the lot owner, which include but are not limited to boats, snowmobiles, motor homes and campers, shall not be stored on any lot unless

such vehicles are stored in a garage or an enclosure matching the house architecture and out of sight of the 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 services, cable television, sewage 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, the Architectural Review Committee, or its successor, shall notify the owner of the lot in writing and the owner shall have 10 days after receipt of such notice to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Architectural Review Committee, 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.

The undersigned shall appoint an Architectural Review Committee, 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. No structures, residences,

outbuildings, tennis courts, swimming pools, walls, fences, or other improvements shall be constructed upon any lot without following the Architectural Review Committee 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, their successors and assigns, and their agents, will be released from further involvement with the Architectural Review Committee. The lot owners, however, may create a new committee by majority vote of the lot owners, with each lot having one vote, which agreement for a new committee shall be recorded in the office of the Cache County Recorder, Utah.

### 3. Review Process.

a. PRELIMINARY SUBMISSION. This submission to the Committee is not required but is highly recommended because it will save time and expense for the parties. This submission should be a rough layout drawn to scale showing proposed improvements, including but not limited to building design and location, driveways, walks and paths, outbuildings and patios. The architecture at this stage should be conceptual, show elevations and floor plans with basic dimensions. Information as to colors and materials to be used should also be included. If the proposed improvements are not satisfactory to the Committee, a meeting with the owner of the lot and/or his designer, will be held to discuss possible changes before final submission.

b. FINAL SUBMISSION. This submission is required and must be a detailed site plan of proposed improvements. This site plan should be drawn to a scale of at least 1 inch = 20 feet, should show proposed grading at no more than two foot intervals with spot elevations for clarification when necessary, should give detailed and accurate information concerning colors and materials to be used, should present storm drainage information, and should include a landscape plan, specifying location, size, and type of materials to be planted, phases of planting, and sprinkler system design. If no action is taken by the Architectural Review Committee within 25 days after the date of this final submission, the owners shall have the right to proceed with the construction as contained in their final submission, provided they first give notice to the Committee in writing.

c. COMMITTEE'S RIGHT TO STOP CONSTRUCTION. The Committee reserves the right to stop construction on any residence or yard work which does not conform to the approved final submission drawings or any work for which drawings have not been submitted and approved by the Committee review process. A copy of the drawings of the final submission must at all times be left with the Committee, with name, phase and lot number.

### 4. Specific Restrictions

a. TYPE OF STRUCTURES. No building other than one single family dwelling house and appropriate buildings as defined by the North Logan Zoning Laws for RE-1 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, except the undersigned can allow churches or schools to be built in the subdivision.

b. ARCHITECTURAL CONTROLS.

i. Roofs. All roofing shall be split cedar shakes, asphalt shingles, or tile roofs.

ii. Siding. Each residence shall have brick, wood, stucco siding, or other material approved by the Architectural Review Committee.

iii. Trim. Trim should be principally wood, and must be finished with a high quality of stain or transparent or opaque or high quality paint. Several coats of stain or paint should be used. High quality aluminum siding may be used for the eaves.

iv. Residence Size. The residence to be built should be not less than 2,200 square feet, total includes 1,500 square feet main floor and does not include 400 or more square feet finished garage.

v. Building Line and Height Restrictions. No residence or outbuilding shall be less than 15 feet from the exterior sideline or backline of any lot.

No portion of any residence or outbuilding shall be less than 40 feet from the front line of any lot.

No building shall be more than two stories in heights, and ridgeline shall not exceed 30 feet from the existing ground level except as otherwise approved by the Architectural Review Committee.

vi. Substitutions. Substitutions will be discouraged by the Architectural Review Committee. No substitutions may be made without the prior written approval of the Committee.

c. FENCING

i. Fencing must not compete with or dominate a house. Planting should be a part of all fencing plans.

ii. Fencing must be approved by the Architectural Review Committee and must comply with RE-1 North Logan City Zoning requirements.

iii. Fences must be completed within sixty days of commencement of construction of the fence.

d. SITE PLANNING

i. Drainage and Erosion Control. Drainage must conform to the site plan and cannot exceed a ratio of 5:1. Construction must not cause excessive soil erosion.

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

e. LANDSCAPING. Landscaping must be in harmony with the intent of these improvement restrictions.

f. DILIGENCE IN CONSTRUCTION OF IMPROVEMENTS. Once the construction of any residence or other structures other than fencing is begun, work thereon must proceed diligently and be completed within 12 months. Landscaping from the frontline of the lot and back at least 120 feet must be completed within 18 months of commencement of construction of any residence.

g. TEMPORARY TRAILERS. No temporary trailers on site during construction will be allowed unless submitted and approved by the Architectural Review Committee. In any event, if use of a temporary trailer is approved by the Architectural Review Committee, said trailer shall be parked immediately adjacent to the residence being constructed and may be on site for no more than four months.

D. 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 or building or correct any 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 a 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 these restrictive covenants.

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 covenants and the same shall continue to be enforceable.

DATED this 1 day of Feb, 1994.

CANYON RIDGE SUBDIVISION, INC.

By *Matt R. Nielson*  
President

STATE OF UTAH            )  
                                  : ss.  
County of Cache        )

On the 1 day of February, 1994, personally appeared before me Matt R. Nielson, who, being by me duly sworn, did say that he is the President of ~~Canyon Ridge~~ Canyon Ridge Subdivision, Inc., a Utah corporation, that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Matt R. Nielson acknowledged to me that said corporation executed the same.

*Kathleen C. Howell*  
NOTARY PUBLIC



I, PRESTON B. WARD, CERTIFY THAT I AM A REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING CERTIFICATE NO. 6099. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNER(S) I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON AND DESCRIBED ON THIS PLAT AND SUBDIVIDED IT INTO LOTS WITH THE SUBDIVISION TO BE KNOWN AS: CANYON RIDGE SUBDIVISION. THAT THE LEGAL DESCRIPTION IS CORRECT AND ACCURATE; THAT THE SUBDIVISION HAS BEEN MONUMENTED AND THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR PLATS AS REQUIRED BY STATE LAW AND CITY ORDINANCE. I FURTHER CERTIFY THAT THE LEGAL DESCRIPTION OF THE PROPERTY IN THE SUBDIVISION IS AS FOLLOWS:

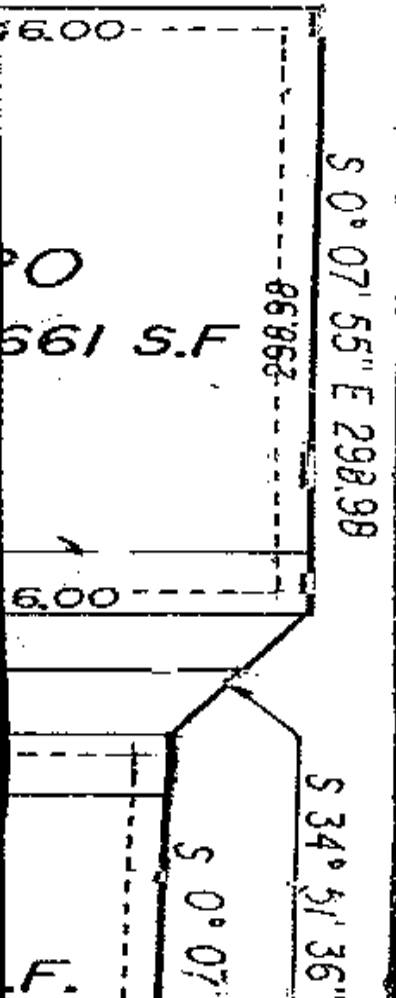
A PARCEL OF LAND LOCATED IN SECTION 13, TOWNSHIP 12 NORTH, RANGE 3 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEING FURTHER DESCRIBED AS:

BEGINNING AT A POINT S 86° 22' 48" E 73.97 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 13. AND RUNNING THENCE EAST 778.34 FEET; THENCE SOUTH 160.00 FEET; THENCE S 16° 30' 00" E 125.00 FEET; THENCE S 43° 15' 00" E 521.95 FEET; THENCE N 89° 55' 12" E 1421.39 FEET; THENCE S 0° 07' 55" E 298.98 FEET; THENCE 34° 51' 36" W 73.24 FEET; S 0° 07' 55" E 299.00 FEET; THENCE N 89° 49' 04" E 15.68 FEET; THENCE S 0° 12' 00" W ( SOUTH BY RECORD ) 500.00 FEET THENCE WEST 800.00 FEET; THENCE NORTH 497.42 FEET ( 500.00 FEET BY RECORD ) THENCE S 89° 48' 58" W ( WEST BY RECORD ) 883.15 FEET; THENCE N 11° 28' 04" E 50.00 FEET; THENCE WEST 328.27 FEET TO THE EAST BANK OF THE LOGAN SMITHFIELD CANAL. THENCE FOLLOWING SAID CANAL IN THE FOLLOWING COURSES:  
 N 12° 49' 28" E 71.92 FEET; N 20° 13' 06" W 52.64 FEET; N 42° 13' 10" W 108.88 FEET; N 25° 58' 25" E 100.92 FEET; N 23° 27' 35" W 91.67 FEET; N 88° 46' 49" W 78.46 FEET; N 27° 37' 56" W 316.44 FEET; N 1° 00' 45" E 53.82 FEET; N 40° 35' 49" E 48.32 FEET; N 20° 29' 36" W 105.97 FEET; N 61° 31' 08" W 95.02 FEET; N 29° 55' 36" W 276.01 FEET; AND N 18° 02' 32" W 148.56 FEET TO THE POINT OF BEGINNING.  
 CONT. 51.86 ACRES

ALSO ALL OF LOT 1 OF THE BEUTLER 19911 SUBDIVISION REVISED AS RECORDED IN THE CLAY COUNTY RECORDER'S OFFICE.

DATED THIS 28<sup>th</sup> DAY OF SEPTEMBER 19 53

P. B. Ward  
 REGISTERED LAND SURVEYOR  
 CERT. NO. 6099



**OWNER'S DEDICATION**