

ACCOMODATION ONLY

ENT 32051:2007 PG 1 of 10  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Mar 05 11:17 am FEE 56.00 BY SM  
RECORDED FOR FIRST AMERICAN TITLE - AMER  
ELECTRONICALLY RECORDED

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
COUNTRY FRENCH ESTATES PLAT "B"**

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

**COUNTRY FRENCH ESTATES PLAT "B"**

The property presently consists of 28 lots which have been recorded (See Exhibit I).

The undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single family dwelling.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

**ARTICLE II**

## ARCHITECTURAL CONTROL

Section 1. Building Type. No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family residence not to exceed two stories in height and a private garage for not less than three nor more than four vehicles. Every single family dwelling shall have a minimum area above ground, not including the garage, of two thousand six hundred (2,600) square feet for a single level residence, and two thousand two hundred (2,200) square feet for the main floor and one thousand two hundred (1,200) square feet for the second floor of multi-level residences (in either case a basement of not less than 1,500 square feet is required, but may remain unfinished). No log homes, solar homes, or subterranean homes or buildings shall be permitted.

Section 2. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet. Owners are encouraged to use offsets of greater than 30 feet. No building shall be located nearer than 15 feet to an interior lot line or nearer than 30 feet to the rear lot line.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Country French Estates Development Committee.

Section 4. Temporary Structures. No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 5. Completion of Building. When the construction of any residence or other structure is once begun, work thereon must be carried out diligently and completed within sixteen (16) months of the date that site excavation is commenced.

Section 6. Landscaping and Mailboxes. Owner shall complete landscaping of all front and side yards facing a street within twelve (12) months after occupancy of the residence. An attractive blend of grass, shrubbery and flowers is required for all of the yards in the subdivision, with reasonable allowance for driveways and sidewalks. The planting of fruit trees or vegetable gardens in the front yard is not permitted. Flowers, such as rose gardens, may be a permitted exception. Otherwise only a reasonable and limited portion of the backyard may be dedicated to fruit and vegetable gardening.

Except as may be mandated by the Post Office, the mailbox locations are set forth in a separate map and schedule to be supplied to each lot owner by the Committee prior to their occupancy. Each lot owner agrees to construct and install a mailbox for their residence in a manner, style, size, color, location and selection of materials as approved by the Committee. The design for such shall be reasonably calculated to match and compliment the residence and blend with the other neighboring residences and their mailboxes as reasonably determined by the Committee.

Section 7. Compliance with Applicable Zoning Ordinances. All structures

within the property shall be built, occupied and used in accordance with the provisions of Highland City Zoning Ordinances relating to Zone R-1-40,000.

Section 8. Country French Estates Development Committee Approval Required. No building or structure, including, but not limited to, shed, tennis court or swimming pool, shall be erected, remodeled or placed on the property without the prior written approval of the Country French Estates Development Committee as to location, height, design and harmony with existing structures and in compliance with the covenants, conditions and restrictions set forth herein.

Section 9. Architectural Guidelines. The following architectural guidelines shall apply to all the lots in the property affected thereby:

(a) Harmony in Building: All exterior materials utilized on dwelling and other structures shall consist of natural materials including stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Country French Estates Development Committee in writing (steel framing and vinyl windows are an exception hereto and are permitted.) The roofing material on all homes or other structures built on any lot shall be either cedar, tile or high grade architectural asphalt shingles, all as approved by the Country French Estates Development Committee as to material, style and color. The use of natural earth tones will be encouraged, along with the use of wood and stone materials. Central air-conditioning is required and no "swamp coolers" or "evaporative coolers" are permitted. Unless otherwise approved by Declarant or the Architectural Committee, all roofs shall have a pitch of 8/12 or greater. Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, specific design features, etc. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair, and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

Unless otherwise approved by the Country French Estates Development Committee, the exterior materials utilized on all Dwellings and structures within the subdivision shall consist of at least sixty percent (60%) masonry (stone and/or brick) and said percentage shall apply to the entire home (all sides) but may be distributed unevenly. It is the intent and design of the Committee that all homes be 100% masonry, wherever possible. However, a minimum standard of 60% is hereby established and shall be substantially spread over the front of the home so as to give an appearance from the street of being all or nearly all masonry. The sides and back of the home may have a reduced amount of masonry but, together, the total masonry shall consist of at least 60% coverage for the entire house. The balance may be stucco or high quality siding materials (such as "Hardi Plank") if and to such extent as the same are approved by the Country French Estates Development Committee. Distinct and respected architectural styles that do not call for brick or stone may be approved by the Country French Estates Development Committee if the overall design quality is deemed suitable and compatible for the subdivision and is in keeping with the intent of these Covenants.

Country French Estates Plat "B" is intended to be a custom home subdivision where each home is individually designed for each purchaser and architecture and design are not substantially duplicated. The desired brick materials are individual "wood mold" brick. Unless otherwise authorized by the Committee, no dwelling may use the same style/color brick or stone selected by and approved for an adjacent property owner. It is impractical in a subdivision with 28 lots to mandate that no color or style of brick can be used more than once within the subdivision but reasonable care shall be taken to create an appealing variety of colors and styles and to reasonably space out any duplications that may exist because of the personal preference of the various homeowners and builders. Each lot owner must submit their exterior materials (both as to type and color) to the Committee for advance approval.

(b) Detached Accessory Buildings: A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be submitted to the Country French Estates Development committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

(c) Retaining Walls: All retaining walls must be approved by the Country French Estates Development Committee.

(d) Fences: All fencing must be approved by the Committee and shall be installed in accordance with Highland City building codes and as approved by the Committee. No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Unless otherwise approved, any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such property, but not beyond the residential structure, i.e. shall not extend, at any height, beyond the proscribed termination point which is the distance from the front of the residence. Generally, that point is the front entry door to the completed residence but may be different in cases where homes have "L" shaped configurations because of protruding garages or other portions of the residence. Thus, the closest vertical wall would be the prescribed termination point. Corner lots may be an exception hereto as reasonably necessary to accommodate enclosure of backyards and such shall be resolved in a fair and reasonable manner to the mutual satisfaction of the affected lot owners. Although, extensions of side fences are not permitted to protrude beyond the front of the residence, as provided herein, hedges and shrubbery are permitted to give definition to individual lot lines but the flowing together of front lawns and/or planter areas at connecting front boundary lines is preferred and recommended.

All materials used for construction of any fence within the subdivision must be approved by the Committee. The Committee is authorized to require such color, materials, style and location as may be necessary to cause all such fences to blend together in an aesthetically appealing manner to create compatibility and uniformity in the subdivision for the benefit of all lot owners therein. If and to such extent as the fencing design for the subdivision may include a fence design for specific lots those lot owners also covenant and agree to preserve and maintain that design as established by the Committee. Further, those lot owners desiring rear-yard fencing on lots which were received by them with such fencing in place at time of purchase shall (unless

otherwise approved by the Committee) nonetheless install, preserve and maintain that type (material, style & color) of fence which is consistent with the overall scheme and design referenced herein to create visual harmony and overall consistency within the subdivision. Unless changed hereafter in the approved manner, this design shall be uniformly upheld throughout the subdivision at all times hereafter. To whatever extent lot owners with lots that back up to the perimeter boundaries of the subdivision and which may have no fence or a fence of a different type or color or material than what is herein described the affected lot owner may simply accept such fencing or lack of fencing "as is" or they may install new and additional fencing as prescribed by the Committee or they may submit to the Committee for its approval some other design if found by the Committee to be reasonably in harmony with the best interests of the subdivision and the stated goals and objectives of these Covenants and Restrictions. Chain link fencing of any type, brand or make is not allowed to be constructed on the property except that green chain link fencing for purposes of tennis/basketball courts will be acceptable. The design of fences used to secure private swimming pools and tennis courts shall be submitted to the Country French Estates Development for approval prior to such fences being constructed.

For the common benefit and enhancement of the subdivision, masonry entry features, together with additional fencing and landscaping has or will be established at the entrances to the subdivision for subdivision identification. Some may be directly affected thereby. To the extent that the landscaping and maintenance of this design feature requires continuing access to electrical power and water availability, the cost and the physical requirements thereof shall be borne proportionally by all lot owners within the subdivision. The owners of the affected lots covenant and agree to accept the entry design features (as constructed and installed and including their location), together with the extended fencing associated therewith and will not alter, remove or interfere with such fencing in the construction of their homes, the landscaping of their yard, and the use of their property at any time, except as these Covenants and Restrictions may be amended hereafter as provided herein. The budget contribution and responsibilities of all other lot owners within the subdivision may be adjusted accordingly by the Committee.

(e) Garages and Driveways: Every dwelling must have a minimum of a three (3) car garage (with a maximum of a four (4) car garage) and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Wherever possible, "side load" garages rather than front entry garages are desired and encouraged throughout the subdivision, but individual exceptions may be approved in relation to lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the lot owners.

(f) Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed.

Section 10. Architectural Approval. No building, structure, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description of materials, color scheme and a

grading and site plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Country French Estates Development Committee. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Country French Estates Development Committee.

No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Country French Estates Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. All homes shall be traditional in style; traditional meaning homes with a Country French, European or Old English style. Other traditional types of architecture and design may be approved at the sole discretion of the Country French Estates Development Committee. Homes with massive use of glass which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged. Any home with a ultra-contemporary/modern architecture will be discouraged.

Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Country French Estates Development Committee. Plans and Specifications must be acted on by the Country French Estates Development Committee within thirty (30) day period after submission. If not, the Plans and Specifications shall be deemed approved. The approval or disapproval of any building or structure must be given in writing by the Country French Estates Development Committee. All decisions of the Country French Estates Development Committee shall be final and neither the Country French Estates Development Committee nor its designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Country French Estates Development Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and liability thereof. The Country French Estates Development Committee in its discretion, shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

The Country French Estates Development Committee reserves the right to deviate from the above-referenced building standards as it may reasonably determine to be necessary or in the best interests of the subdivision regarding specific lots based on such matters as space limitations, lot configuration, architectural design and aesthetic considerations regarding the proposed residential construction and the extent to which they would, in the opinion of the Country French Estates Development Committee, contribute to the property values and general quality and appearance of the subdivision or other such reasonable and practical considerations as may be applicable thereto.

The Country French Estates Development Committee shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structures on the

roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Country French Estates Plat "B" to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Country French Estates Development Committee for all costs and expenses to which it may be put as a result of said failure, including costs of demolition and reconstruction, if necessary. To whatever extent consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants or Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or the Committee shall be upheld for the betterment of the subdivision and the protection of the interests of all concerned.

### ARTICLE III

#### Country French Estates Development Committee

Section 1. Membership. The Country French Estates Development Committee (hereinafter "Committee") is comprised of Dan Van Woerkom, James Patterson, and Craig Mortensen. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire to make a member of said committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV  
GENERAL PROVISIONS

Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas, are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Country French Estates Development Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Unless otherwise approved by the Committee, no pets or live poultry, hogs, cattle, horses, rabbits, birds or other similar animals or livestock shall be kept on any lot. However, dogs and/or cats are considered to be common and reasonably acceptable house pets provided such are properly housed and cared for and are restricted to the owner's property and not kept in an unreasonable number, which is generally considered to be not more than a maximum of two (2) dogs and/or one (1) cat. Any noise associated with pets and animals that becomes a nuisance to others is a breach of these covenants and shall be promptly stopped upon receipt of a written complaint from any third party. In no event shall ownership and keeping of a horse be permitted.

Section 5. Satellite Dishes, Signs and Other Structures. Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Country French Estates Development Committee. No sign of any kind shall be displayed to public view on any lot except one professional sign of a conventional size and provided that such is in accordance with Highland City sign ordinances, to advertise the property for sale or rent. The same shall apply to signs used by a builder to advertise the property under construction during a

reasonable sales period associated therewith.

**Section 6. Construction Activities; Clean Up; Owner Liability; Cash Deposit.** Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot. To cover potential damages resulting from construction activities undertaken with respect to his lot, each owner is required to make a cash deposit in the amount of \$1,000.00 with the Country French Estates Development Committee at the time his plans are approved and the building permit issues. If no damages result from construction activities undertaken with respect to his lot, the cash deposit will be returned to him upon issuance of the Certificate of Occupancy.

**Section 7. Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**Section 8. Fire Protection.** Due to the potential for brush fire on land surrounding the Subdivision, owners are encouraged to consider sprinkler and other fire retardant systems and to use fire resistant materials in construction.

**Section 9. No Recourse.** The protective covenants, conditions and restrictions set forth in this Declaration, together with the Country French Estates Development Committee, are established for the benefit of the Country French Estates Subdivision Plat "B". Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members 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) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

Dated this 5<sup>th</sup> day of March, 2007.

**Buckeye Properties, L.L.C.**

  
 \_\_\_\_\_  
 Scott L. Dunn, Manager

