

## **Canterbury Declaration of Restrictive Covenants**

The Declaration of Restrictive Covenants applicable to the Canterbury Subdivision, which were adopted February 26, 2003, are hereby revoked in their entirety and the following Declaration of Restrictive Covenants are adopted in their place:

### **I. Ownership**

All recorded owners of lots within the Canterbury Subdivision shall be members of the Canterbury Improvement Association, Inc., as constituted in accordance with the Articles of Incorporation and the By-Laws of the Association.

### **II. Assessments**

The Canterbury Improvement Association, Inc., shall have the authority to levy, and each property owner agrees to pay, an annual assessment and any special assessments, from time to time, as may be necessary for the promotion of the recreation, health, safety and welfare of the residents and the properties comprising the Canterbury Subdivision. Each such assessment, together with interest, costs, and reasonable attorney fees for collection, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made, and shall also be a personal obligation of the person who was the owner of such property at the time the assessment fell due. In no event, however, shall such a lien be superior to any first mortgage. No owner may waive or otherwise escape liability for the assessment provided herein for the non-use of any common area or the abandonment of his lot, and the owner delinquent in the payment of their assessment shall lose all voting rights while said assessments remain delinquent. The procedure for the levying of any such assessment and special assessment shall be in accordance with the By-Laws of the Canterbury Improvement Association, Inc.

### **III. Architectural Control Committee**

A. Purpose: To ensure through architectural control of building design, size, color, construction quality and placement of dwelling, ancillary buildings and fences such that Canterbury shall become and remain an attractive residential community and to uphold and enhance property values.

B. Membership: The Architectural Control Committee shall be composed of three persons appointed by a majority of the Board of Directors for a three-year term. A majority vote of the Board of Directors may remove any committee member from office and replace him/her at any time. The initial committee shall be composed of a one member appointed for a one-year term, one member appointed for a two-year term, and one member appointed for a three-year term. A majority of the committee may designate a representative to act on its behalf. In the event of death or resignation of any member of the committee, the Board of Directors shall appoint a successor to fill out the remaining term of office.

C. Authority: No building, fence, wall or other structure shall be erected, converted, placed, added to or altered upon any lot until plans and specifications showing the nature, kind, shaped, heights, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship, harmony of external design with existing structures, and location in relationship to surrounding structure, topography and finished grade.

D. Procedure: The committee's approval or disapproval as required by these Covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants herein requiring approval by the Architectural Control Committee shall be deemed to

have been fully complied with, provided that all other covenants herein have been properly observed. The committee requires that a written application and two (2) sets of plans and specification be submitted for its approval for all dwellings, fences and ancillary buildings. Application forms may be requested via the Canterbury Improvement Association's mailing address.

**IV. Building Type and Use**

All lots shall be known and described as residential tracts and shall be used only for residential homes. No structure shall be erected, altered, converted, placed or permitted to remain on any platted tract other than one single-family dwelling with a two-car garage per tract not to exceed two and one-half stories in height above finished grade. Ancillary buildings such as a guest house, private stable, or animal shelter may be permitted provided they are in keeping with the overall architecture and scheme of the dwelling, they are approved as to design and location on plans and specifications submitted to the Architectural Control Committee, and that such are not used for any commercial purpose. All dwellings must be built on site with permanent foundation. No mobile, modular, factory-built, manufactured, mass-produced, underground, geodesic or other unusual structural design shall be permitted as a residence unless specific exemption is approved by the Architectural Control Committee.

**V. Dwelling Size and Color**

The dwelling shall occupy a finished floor area exclusive of garages, open porches, atriums, decks, or basement of not less than sixteen hundred (1,600) square feet for a single-level dwelling, or two thousand (2,000) square feet for a dwelling of more than one level. All external colors of structures shall be earth tones.

**VI. Building Location**

No building shall be erected nearer than seventy-five (75) feet to any boundary along a street, or so that any part of said building is closer than fifty (50) feet to any of the other boundary lines of said premises. When topography or other unusual circumstances make these setbacks impractical, less setback may be acceptable if specific permission is given by the Architectural Control Committee.

**VII. Temporary Residences**

No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence temporarily or permanently, provided, however, the Architectural Control Committee may grant a permit for such use and location during the construction phase of the permanent dwelling, with such permit to be in writing and with a time limitation.

**VIII. Time of Construction**

Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Control Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure shall be completed within one (1) year of the time such construction was initiated, except that the Architectural Control Committee may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

**IX. Easements**

Easements for installation of maintenance of utilities, drainage facilities, roadways and such other purposed incident to development of the property are reserved as shown on the recorded plat(s). Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

**X. Obstructions to Vision at Intersections**

No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, for the intersection of the street property line extended. The same sight-line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

**XI. Nuisances**

Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that home occupations of professional persons, such as lawyers, doctors, dentists or engineers shall be permitted.

**XII. Refuse and Rubbish**

Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public road or adjoining or nearby premises.

**XIII. Signs**

All signs displayed upon any of the premises or tracts must first be approved by the Architectural Control Committee. This covenant does not preclude the display of reasonably sized builders or realty type signs, or small professional signs. The Architectural Control Committee reserves the right, however, to require modification or removal of such signs if it deems not in keeping with the area and subdivision standards.

**XIV. Vehicle Parking**

No vehicles, trailers or vehicular equipment shall be habitually parked along any public roads.

**XV. Animals**

No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purpose and except that one horse for each 1-1/4 acre of land owned may be kept for recreational purposes and further provided that they are not kept or maintained on any tract smaller than 2-1/2 acres. No stables, corrals or any structure for housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than seventy-five (75) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horse shall be approved as to location and design by the Architectural Control Committee and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract the setback restrictions of the covenant concerning horses shall apply to the parcel as a whole.

As an addendum to the above; hen chickens are allowed for non-commercial use with a quantity of 4 per nominal acre (rounding to the nearest whole acre). In addition, structures for housing or feeding chickens may be movable and shall always be located or placed no closer than fifty (50) feet to any adjoining lot line nor closer than seventy-five (75) feet to a public street. All coops or structures for the housing or feeding of chickens shall be approved by the Architectural Control Committee. No roosters are allowed, and all facilities shall be maintained in compliance with all lawful sanitary regulations.

**XVI. Function of the Canterbury Improvement Association, Inc.**

The Board of Directors of the Canterbury Improvement Association, Inc. shall have the power and the responsibility of administering and enforcing the protective Covenants in the Canterbury Subdivision for the mutual benefit of all tract owners. Duties and responsibilities of the Association and its Board of Directors are as set forth in the By-Laws of the Canterbury Improvement Association, Inc. Assumption of these responsibilities by the Association will be in accordance with and in a manner specified in the By-Laws of the Canterbury Improvement Association, Inc.

**XVII. Term of Covenants**

These Covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said Covenants in whole or in part.

**XVIII. Enforcement**

Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect. Court costs, attorney fees and all other costs of litigation incurred by the Association as a result of enforcing covenants where the court has ruled in favor of the association shall be paid by the losing party.

I hereby certify that these are the Restrictive Covenants of the Canterbury Subdivision and the Canterbury Improvement Association, Inc. which were duly adopted by the membership on May 15, 2018.



Chris Davis  
Chairman of the Board