

155319

PROTECTIVE COVENANTS

*Skyline # 3*

James H. Morgan and Alice Morgan, his wife and Dean W. Morgan and Helen R. Morgan  
WHEREAS, Frank D. Adams and Leona L. Adams, his wife, and Bonnie A. Kesler, are the  
owners of the following described real estate situated in Davis County, Utah, to-wit:

All of SKYLINE ADDITION, NO. 3, a subdivision of part of Section 21, Township 4 North,  
Range 1 West, Salt Lake Meridian.

Whereas, said Owners, and each of them desire to place restrictions against the title  
to said real estate,

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

Now, Therefore, in consideration of the premises, the following restrictions are here-  
by created and declared to be covenants running with the title and land herein before  
described and each and every part thereof and the undersigned owners hereby declare  
that the aforesaid land above referred to is to be held and should be conveyed subject  
to the following reservations, restrictions and covenants hereinafter set forth:

1. 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 and a private garage for not more than **three**  
cars.
2. No building shall be erected, placed, or altered on any lot until the construction  
plans and specifications and a plan showing the location of the structure have been  
approved by the architectural control committee as to the quality of workmanship and  
materials, harmony of external design with existing structures, and as to locations  
structures, and as to locations with respect to topograph and finish grade elevation.  
No fence or wall shall be erected, placed or altered on any lot nearer to any street  
than the minimum building setback line unless similarly approved.
3. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based  
upon cost levels prevailing at the date that these covenants are recorded. It being  
the intention and purpose of the covenant to assure that all dwellings shall be of  
quality workmanship and materials substantially the same or better than that which  
can be produced on the date these covenants are recorded at the minimum cost stated  
herein for the minimum permitted dwelling size. The ground floor area of the main  
structure, exclusive of one-story open porches, and garages, shall not be less than  
800 square feet for a one-story dwelling, nor less than 800 square feet for a dwell-  
ing of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer  
to the side street line than the minimum building setback lines shown on the recorded  
plat. In any event no building shall be located on any lot nearer than 25 feet to  
the front lot line, or nearer than 15 feet to any side street line. No building shall  
be located nearer than 8 feet to an interior lot line, except that no side yard shall  
be required for a garage or other permitted accessory building located 60 feet or more  
from the front lot line. No dwelling shall be located on any interior lot nearer than  
8 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and  
open porches shall not be considered as a part of a building, provided however, that  
this shall not be constructed to permit any portion of a building on a lot to encroach  
upon another lot.
5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed  
on any lot having a width of less than 60 feet at the minimum building setback line  
or an area of less than 7,000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities  
are reserved as shown on the recorded plat and over the rear five feet of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall any-  
thing be done thereon which may be or may become an annoyance or nuisance to the  
neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage,  
barn or other outbuilding shall be used on any lot at any time as a residence either  
temporarily or permanently.

9. The Architectural Control Committee is composed of Frank D. Adams, Haven J. Barlow and Blaine W. Adams, all of Layton, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate 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 then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. 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 30 days after plans and 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 shall be deemed to have been fully complied with.

11. 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 twenty-five 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.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the Owners of the tracts of real estate hereinabove mentioned this 26 day of March, 1956, have caused these presents to be executed.

*Frank D. Adams* *Leona L. Adams*  
*James H. Morgan* *Alice W. Morgan*  
*Dean W. Morgan* *Helen R. Morgan*  
x *Bonnie A. Kesler*

STATE OF UTAH )  
                  ) SS.  
COUNTY OF DAVIS )

On the 26th day of March, A. D. 1956, personally appeared before me Frank D. Adams and Leona L. Adams, his wife, and Bonnie A. Kesler, and James H. Morgan and Alice W. Morgan, his wife, and Dean W. Morgan and Helen R. Morgan, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

*[Signature]*  
Notary Public.  
Residing at Kaysville, Utah  
Com. Expires April 4, 1958

