

DAVIS COUNTY, UTAH
SKYLINE ADDITON NO. 3
DATED: March 26, 1956
RECORDED: March 27, 1956
INSTRUMENT NO. 155319
BOOK: 102
PAGE: 531

PROTECTIVE COVENANTS

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.

Now, therefore in consideration of the premises, the following restrictions are hereby 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 location 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 \$8000.00 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 or the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of

one story open porches, and garages, shall not be less than 800 square feet for a one-story dwelling, not less than 800 square feet for a dwelling 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 2 feet to the rear lot line. For the purpose 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 anything 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 set 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 or 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.
