

**Covenants, Conditions, and Restrictions
Of The
Skeen Brothers Subdivision**



W3230675

KNOWN BY ALL MEN THESE PRESENTS: That the undersigned is the legal said beneficial owner of a certain tract of land in Weber County, State of Utah, hereafter known as the Skeen Subdivision which is described below;

A PORTION OF THE A PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT THE NORTHEAST CORNER OF THE KYLEE WATSON PROPERTY, TAX ID NO. 19-035-0055, SAID POINT BEING ON THE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 2310035 IN THE FILES OF THE WEBER COUNTY RECORDER LOCATED 1246.40 FEET NORTH 01°00'00" EAST AND SOUTH 89°51'41" WEST 373.80 FEET (NORTH 1157.80 FEET AND WEST 371.25 FEET BY RECORD) FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH 89°51'41" WEST 353.54 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE SOUTHWEST CORNER OF THE AJS INVESTMENTS PROPERTY, TAX ID. NO. 19-035-0062; THENCE ALONG THE BOUNDARY LINE OF SAID AJS INVESTMENTS PROPERTY THE FOLLOWING THREE (3) COURSES; NORTH 01°17'49" EAST 748.71 FEET TO THE SOUTH LINE OF 2200 NORTH STREET; (2) SOUTH 88°21'13" EAST 349.43 FEET ALONG SAID SOUTH LINE; AND (3) SOUTH 00°59'09" WEST 737.74 FEET TO THE POINT OF BEGINNING. (BASIS OF BEARING IS THE MONUMENTED EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 WHICH BEARS NORTH 3°03'30" EAST) NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Containing 5.51 acres.

WHEREAS: The undersigned is about to sell the property described heretofore, which is desires to subject said land to the following Covenants, conditions, and Restriction; and the acceptance of any deed or conveyance thereof by the Grantee(s) herein, and their heirs, executors, administrators, successors, and assigns, all constitute there covenant and agreement with the undersigned and with each other, do accept and hold the property described or conveyed in or by such deed or conveyance subject to said Covenants, Conditions, and Restrictions as follows:

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1. USE OF LAND: No lot shall contain more than (1) habitable structure to meet city ordinances. All other accessory structures shall be in accordance with the prevailing zoning ordinances and architectural committee. Each Lot shall be used only for the purposes consistent with this Declaration and the Code. If there's a conflict between the Code and this Declaration, the more restrictive provisions will apply. Each Lot shall be occupied and used for a Dwelling for residential use by the Owner, the Owner' family, authorized tenants under the Code, and social guests.
2. MINIMUM SQUARE FOOTAGE AND MULTI-LEVEL RESTRICTIONS: The total square footage of any one residence constructed on any lot must exceed 2500 square feet. The minimum square footage, finished for living on the first level above ground and located within the area of the foundation, exclusive of porches, balconies, garages, or patios, shall not be less than 1800 square feet, with the following exceptions: Those residences constructed with a second level of living area above ground level, commonly referred to as a 2 Story, or 1 and a half story home, shall be allowed to have a total finished square footage of 3000 square feet. Finished square footage is defined as living area containing lighting, light fixtures, permanent floor coverings, painted wall and ceiling, and installed finish trim.
3. PREFABRICATED, TEMPORARY STRUCTURES, MOBILE HOMES, and Barndominiums. No prefabricated or temporary structures shall be built or moved onto any lot for living or habitation purposes. The following architectural styles are also strictly prohibited: 1) A- frame structures; 2) Geodesic dome structures; and 3) Mobile homes or manufactured homes or any similarly constructed buildings 4) Barndominiums.
4. LEASING. "Leasing" is the continuous, exclusive occupancy of a dwelling by any Person other than the owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. The principal dwelling on Lots and/s may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased) and as authorized in the Code. Leasing shall be for residential purposes only. No

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short-term rentals less than 30 days are allowed.

5. **APPEARANCE OF THE EXTERIOR OF THE HOME:** The front of the home must have brick or rock and a maximum of 75% Stucco, or Smart Siding, with a warranty period of no less than 20 years. The remaining 3 sides of the home must be covered with brick, rock, smart siding (Hardie), or stucco with no less than a 20 year warranty. No vinyl or aluminum siding will be allowed on home. All accessory buildings over 120 square feet must be completed with Stucco, Brick, Rock, or Smart Siding. See Section 6.
6. **ROOFS:** All roof materials shall complement the design and encourage compatibility with the surrounding environment. No brightly colored, high visible, or reflective materials will be allowed. All roof colors and materials must be submitted to the Declarant for approval. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match adjoining roof material. All roofs shall have a minimum of four-pitches and a minimum slope of 7/12.
7. **GARAGES:** All residences constructed on any lot in the subdivision shall be constructed with a fully attached and private garage, built to accommodate no less than (3) vehicles, with a minimum of two garage doors (2-double car garages, 1 double and 1 single, or 3 singles).
8. **ACCESSORY BUILDINGS:** All accessory buildings larger than 120 square feet must be architecturally compatible with surrounding structures completed with Stucco, Brick, Rock, or Smart Siding and approved with the city building department as per state and city building code. Fully constructed pole or steel building are acceptable subject to city code. See Section 15. The Declarant must approve all Outbuildings.
9. **BUILDING LOCATION:** All buildings shall be located on lots so as not to be in violation with Plain City building department. In no event shall any building, including eaves or steps, encroach on any other lot. All lots fronting 3600 West require at least a 60ft setback.
10. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot, portion of the property, nor shall anything be done that may

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become an annoyance to the neighborhood.

11. OIL AND MINING OPERATIONS: No oil drilling, quarrying, or mining operations of any kind shall be permitted on in any lot. No wells, tunnels, or mineral excavation is permitted.
12. GARBAGE: No part, or portion of, any property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such rubbish, trash, and debris may only be stored in sanitary containers and disposed of regularly and properly.
13. BOATS, RV'S, MOTOR VEHICLES, UNSIGHTLY MATERIALS: No boats, motorcycles, ATV/UTV's, trailers, Buses, Motor Homes, Campers, or other vehicles shall be stored upon any lot except inside the garage or back yard. In no event shall any vehicles be parked upon any lot, in side-yard, front yard, or street for more than 48 hours. Inoperable motor vehicles are not permitted to be stored on any portion of any lot and are not allowed to be stored on road. All storage and refuse containers, compost piles, air conditioning equipment, utility pipes, etc., must be stored or placed at the rear of the Dwelling or located so as to not be visible from any roadway. Livestock feed shall be stored in a permanent covered structure.
14. TRUCKS, TRAILERS, and STRUCTURES: Trucks and trailers with an overall length of 50 feet and commercial trucks and trailers with a gross vehicle weight of 26,000 pounds (considered commercial class A vehicle) or more are not allowed to be parked, placed, or stored on any lot, or upon roadway in subdivision. No structure of a temporary nature or use, including but not limited to, a trailer, mobile or manufactured home, basement foundation, tent, shack, garage, or camper shall be used on any Lot at any time as a Dwelling, either temporarily or permanently.
15. WALLS, FENCES, AND OTHER BARRIERS: All fences placed on property lines or in front of the house shall be erected of a vinyl, concrete, or better material. No fence, wall, or other structure greater than 40 inches shall be constructed or placed on any lot nearer the street than the front of the house line nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet. Chain link, or wire fences

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shall not be permitted to be constructed on lot lines except if installed by developer in rear yard areas as required by city. If owner fences rear portion on lot line, it is lot owners' responsibility to remove and repair chain link or wire fence.

16. SIGNS: No billboard or sign of any kind shall be erected, posted, painted, or displayed on, or above, any lot. No sign of any kind, except for signs for advertisement of a lot, or residence for sale or rent, limited to one sign per lot, will be permitted. No signs for advertisement of a home business will be allowed.
17. SITE REVIEW: Prior to the commencement of construction of any dwelling, garage, storage building, out building, fence, wall, pool, barn, shop, shed, or other improvements on any lot in this subdivision, plot plans and/or construction drawings shall be submitted and approved by Plain City. No Construction in this subdivision will be permitted without obtaining the necessary permits and approvals from Plain City. The cost of such approvals and permits shall be borne by the seeker of permit or approval.
18. ROOF MOUNTED EQUIPMENT: Solar panels, heat pumps, air conditioning units, antennas, and satellite dishes, shall be mounted only if they cannot be viewed from the street directly in front of the home on said lot.
19. DAMAGE: Any inflicted damage on existing improvements such as streets, gutters, sidewalks, etc. By purchaser of any particular lot must be repaired and the costs of repair shall be borne by the purchaser at his/her own expense, this also includes damage to landscaping, and existing structures. Any dirt, gravel, or landscape materials, spilled on the road during any construction shall be removed at the cost and/or expense of the lot owner, and returned to the pre-existing condition.
20. SWPPP: A SWPP Plan has been prepared for subdivision. A copy of SWPPP is available by contacting Developer. Any lot owner, contractor, sub-contractor or guest will be responsible to follow the SWPPP thoroughly and indefinitely. Any tracking, damages, debris movement, or violation to the roadways, or storm water system, must be immediately remedied, any person or group who violates any condition of the SWPPP

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may be subject to substantial penalties. Only one verbal warning or discussion will be made to follow SWPPP. After that, any costs of damage or maintenance to follow SWPPP will be billed by developer directly to lot owner and contractor, and payment must be made to seeker of such payment. If payment is not immediately made to rectify problems, Liens will be placed on lot/lots, to secure payment.

21. **DISCLAIMER OR LIABILITY:** Notwithstanding and information given by Declarant regarding soils and subsurface water conditions, whether it be oral or written, Declarant hereby disclaims any responsibility for soil conditions, surface flooding, ditch overflow, runoff, acts of god, and/or subsurface water conditions, and hereby advises buyers and subsequent owners to obtain their own necessary engineering and soils information regarding the same, before constructing a dwelling or improving said property, and hereby denies any liability thereof. Declarant also denies liability thereof to concurrent lot/homeowners that may acquire a property that has not been diligently and thoughtfully constructed and has potential to flood.
22. **ADDITIONAL RESTRICTIONS:** The Declarant may, from time to time, adopt, amend, and repeal rules and regulations to be known as "Design Guidelines."
23. **UTILITIES:** Culinary drinking water is provided by Bona Vista Water. Pressurized Secondary water is provided by Mountain View Irrigation. Both water companies have hookup fees that will be the responsibility of the lot owner to pay for prior to obtaining a building permit. Natural gas is provided by Dominion Energy and can be obtained directly with them. Power is provided by Rock Mountain Power and can be obtained. Communication services TBD. All financial responsibility for connections and user fees to be paid by lot owner.
- a. **SEWER:** Each lot owner will be required to install and maintain their own on sight "grinder" pump that will discharge to the public pressurized sewer main in the public street. The on-site system will be owned and maintained by the private lot/homeowner to the connection at approximately the street right-of-way line. This

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system has been approved and recommended by the city. Each homeowner is free to utilize any desired grinder pump system. We strongly recommend the E-One system. (More information available upon request)

24. **LANDSCAPING:** 100% of landscaping is to be completed in less than 6 months from the date of certificate of occupancy. The only exception to this is in the event that a lot owner occupies the property during a winter month that prohibits the progress of landscaping. In this event, the lot owner will have until July 1, the following summer to complete landscaping.
- a. Each Lot Owner shall be responsible to maintain their Property in a clean and attractive manner so as to not detract from the Property and neighbors. Vacant Lots shall be clean in appearance and free from refuse, debris, unsightly weeds, and potential fire hazards. Lot Owners are required to keep their lawns free of debris, toys, or miscellaneous item.
25. **CONSTRUCTION TIMING:** The construction of the Dwelling and front landscaping shall be completed within a period of twelve (12) months following the commencement of construction (the initial excavation for footings, foundation or retaining walls) unless a variance is given by the Declarant for extenuating circumstances. Exterior construction may only take place between 7:00 AM and sunset.
26. **RIGHTS TO ENFORCE:** Excluding provision 25 of these covenants, the provisions contained in this Declaration shall be enforceable by the land Developer, Declarant, or by the owner or owners of any said lot in the subdivision, or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein the declaration of any restrictions to be invalid by court proceeding and shall not invalidate any other restriction/restrictions unless specifically specified.
27. **RESTRICTIONS:** ALL Lots in the Skeen Subdivision have restrictions. The restrictions are as previously mentioned, and as follows:
- a. The maximum depth that any lot owner may dig for a basement is

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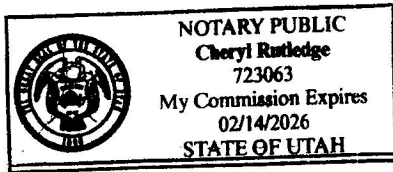
restricted, only to be specified by a professional geo-technical engineer qualified to state such basement depth. It is the lot owner/owner's contractor responsibility to seek approvals, guidance, and reference from his/her own engineer. See Disclaimer Section 19.

- b. Culinary drinking water is never to be used for landscaping and/or yard watering.
- c. The finished floor elevation of any residential dwelling to be no less than 12" above centerline of existing road elevation of existing road opposite middle of lot line.
- d. The possibility of flooding will always exist even with any FFE greater than +12" above highest point of roadway. See Disclaimer Section 19.
- e. A sewer back/low prevention device must be installed on main sewer line at first point of discharge at exterior of home as per Plain City PW Standards. This does not eliminate the building code for back/low devices required inside the home.

28. DURATION: All of the covenants and restrictions set forth in this declaration shall take effect at all times against said property owners thereof or any subsequent owner(s) thereof, for a period of (25) Years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of (10) years. Said Covenants and restrictions, may be altered, modified, or changed by a written agreement of three-fourths of the lot owners of the subdivision. Said changes cannot include easements, or other areas dedicated for public use. In addition, Declarant of these Covenants, Conditions, and Restrictions, may add additional restrictions as may be deemed necessary to and from the protection of other property owners in the subdivision.

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In Witness Whereof, the parties hereto have executed this covenant this 18
April, 2022



**Big Sky Development LLC, a Utah
Limited Liability Company**

A handwritten signature in black ink, appearing to read "Shane Skeen".

Shane Skeen--Manager

State of **Utah**
County of **Weber**

On this day 18 April 2022

Manager (Shane Skeen), personally appeared before me of the limited liability company that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath state that he or she (they) is(are) authorized to execute this instrument and in fact executed the instrument on behalf of the limited Liability company.

A handwritten signature in black ink, appearing to read "Cheryl Rutledge".

Notary Public