

**DECLARATION OF RESTRICTIVE COVENANTS OF
SKYLINE ESTATES SUBDIVISION - Phase 4**

ML
16-1-94-1000-01-1-1

This property is the real property now duly platted as SKYLINE ESTATES Subdivision, a subdivision of Weber County, as such plat is now recorded in Book No. 37 at page 92 of the record in the office of the Weber County Recorder, State of Utah, and makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting such subdivision may be put, and specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such Subdivision, this Declaration being designed for the purpose of keeping the Subdivision desirable, uniform, and suitable in the architectural design and use as specified herein:

1. Architectural Control Committee.

There shall be an Architectural Control Committee consisting of the following persons: (1) Charles Rod Cragun, (2) Leroy M. Harris, and (3) Francis E. Lawler. A majority of the Committee may designate a representative to act for it. Neither the member of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall be composed of at least three (3) members at all times and may release and appoint new members to said Committee with majority approval.

2. Building Approval.

No structure shall be erected, placed or altered upon any lot in said Subdivision until the building plans and specifications and plot plan, showing the location of such building or buildings upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the Subdivision, as to location of the structure in respect to topography and finish ground level by the Architectural Control Committee. Any subsequent exterior alteration, after first approval, shall likewise be submitted for approval by the committee.

A copy of all aforementioned plans, including measurements, shall be provided to the Committee for its permanent Subdivision record.

E# 1304632 BK 1725 PG 1290
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3. Immunity of Architectural Control Committee.

Notwithstanding the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Architectural Control Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of the duties as a member of such committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such owner's property or building to be constructed on his or her property.

4. Residential Lots.

All lots in the Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any lot other than a one-family dwelling, such dwelling not to exceed two stories in height; a private garage (no carports) for not less than two cars; and other outbuildings as shall be approved in advance in writing by the Architectural Control Committee.

5. Minimum Finished Area.

No residential structure shall be erected or placed on any building lot in said Subdivision unless one of the following minimums are met:

- a. If the residence is a single level or a rambler with a basement, the main ground floor areas, exclusive of porches, garage areas or basements, shall be no less than 1,900 square feet.
- b. If the residence is a multi level, there shall be at least 2,300 square feet of finished area, exclusive of porches, garage areas or basements.

6. Exterior.

A minimum of 75% of the exterior must be of the following:

- Brick
- Rock
- Stucco (Equal in quality to DRIVIT)
- (Aluminum soffets are OK)

7. *Roof.*

Architectural grade, or Dimensional grade, or above.

8. *Tree Height.*

Trees considered by nurseries as **MIDDLE** size (25-45 ft. in size at full maturity) such as Honey Locust, and Flowering Plum are acceptable. Trees considered by nurseries as **LARGE** (above 45 ft. in size at full maturity) such as Maples, Cottonwoods, Poplars are NOT allowed. In areas between sidewalks and the curb and gutter, only those trees considered by nurseries as **SMALL** (under 25 feet in size at full maturity) may be planted.

9. *Fences.*

No barbed wire or corrugated fiberglass fences shall be erected on any lot. All fences, including chain link fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to the construction or installation.

10. *Nuisances.*

No noxious or offensive trade or activity or no nuisance shall be permitted on any lot, nor shall anything be done which may be or become an annoyance to the neighborhood.

11. *Animals.*

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the above-described property, or any portion of such property, except that dogs, cats, or other house pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, with the exception of animals located on the property at the time the Subdivision was formed.

12. *Temporary Structures.*

No basement, tent, house trailer, shack, garage, barn or other out building shall at any time be used on a lot or public right-of-way as a residence, temporarily or permanently.

13. *Trash.*

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No trash, garbage or other waste shall be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that will be unsightly or that will be a fire hazard.

14. *Signs.*

No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than five square feet.

15. *Certain Exceptions for Declarants' Activities.*

Nothing in this declaration shall be understood or construed to prevent declarants, declarants' developer transferee, or the employees, contractors, or subcontractors of declarant or declarants' developer transferee, from doing on any part or parts of the Subdivision whatever they determine may be reasonably necessary or advisable in connection with the development of the Subdivision including, but not limited to, constructing and maintaining such structures, including model homes, as may be reasonably necessary for the completion of the development of the Subdivision; conducting the business of establishing the Subdivision as a residential community in the disposing of lots by sale, lease or otherwise; and the maintaining of such sign or signs on any of the lots owned or controlled by the declarant or the declarants' developer transferee, as may be reasonably necessary or advisable in connection with the sale, lease or otherwise of Subdivision lots. As used in this section, the words "declarants' developer transferee" specifically exclude individual purchasers of improved lots.

16. *Duration.*

These covenants shall be binding on the owners of the above-described property from the date hereof for a period of fifteen years, at which time said covenants shall be automatically extended for successive periods of ten years each, unless a majority of the lot owners in the Subdivision (each lot being entitled to one vote) vote to change or terminate said covenants in whole or in part, and such owners execute an instruments duly acknowledged and record the same in the office of the Weber County Recorder, State of Utah.

17. **Enforcement.**

Any persons who now own, or who may hereafter own, property in the Subdivision, are specifically given the right to enforce these covenants through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to enjoin or prohibit any such violations, and to recover any damages suffered by them from any violation of such restrictions. This specific right of enforcement shall be cumulative and is not intended to include any other remedy that may be available to any person in law or in equity. Any person or persons who bring a successful action to enforce these covenants shall be entitled to recover their reasonable attorney fees incurred in prosecuting such an action.

18. **Acceptance of Restrictions.**

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

IN WITNESS WHEREOF, I have set my hand this 29 day of July, 1994.

DECLARANT

Paul B. Cragun L.L.C.
Gordon P. Cragun

State of Utah
County of Weber

On the 29th day of July, 1994 personally appeared before me Gordon P. Cragun the signer of the within instrument who duly acknowledged to me that he executed the same as General Manager and member of Paul B. Cragun L.L.C., a Utah Limited Liability Company.

My Commission Expires: 12-8-97
Residing in: Riverdale, Utah

Gordon P. Cragun
NOTARY PUBLIC

