

PROTECTIVE COVENANTS
SKYLINE SUBDIVISION NO. 5
DAVIS COUNTY, UTAH
DATED: JUNE 17, 1961
RECORDED: JULY 17, 1961
BOOK: 212 PAGE: 567
INSTRUMENT NO.: 224092

PROTECTIVE COVENANTS

WHEREAS, we, Eliza H. Talbot, Ireta Talbot Goles, Lona Talbot Day, Lionel Goddard Talbot and Lillian Talbot, his wife, and George L. Talbot and Mary S. Talbot, his wife and Haven J. Barlow and Bonnie Rae E. Barlow, his wife are the owners and possessors of the following described property situated in Davis County, Utah.

All of SKYLINE SUBDIVISION NO. 5, a subdivision of part of Sections 21 and 22, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said Subdivision, to insure a Uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said Subdivision shall be henceforth conveyed subject to the following restrictions:

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 constructions plans and specifications and a plan showing the location of the structures have been approved by the 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 topography 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 \$10,000.00 based upon cost levels prevailing at the date that these covenants are recorded. It being the intention and purpose of the covenants 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 850 square feet for a one-story dwelling, not less than 850 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 29 feet to the front lot line, or nearer than 18 feet to any side streetline. 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 25 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, No fence shall be permitted within 30 feet of the front lot line.
5. No lot shall be resubdivided, into, nor shall any dwelling be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 7,500 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 Control Committee is composed of Gordon Gurr, Haven J. Barlow and George M. Mitchell, all of 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, of 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 lotshas 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 covenants either to restrain violation or to recover damage.

13. No animals or poultry or any kind of animals or poultry other than house pets shall be kept or maintained on any part of said property.

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