

27819

DECLARATION OF BUILDING AND USE RESTRICTIONS

1983 SEP 13 PM 4:06

RECORDED IN THE RECORDER'S

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PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owner of the following described real property located in Utah County, State of Utah, to wit:

Lots 1 through 30, Plat "B" Skyline Meadows Subdivision, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah do hereby establish the nature of the use and employment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations.

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. 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 less than two vehicles. All construction to be of new materials. No building, 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. Approval shall be as provided in Part C.

ATC E083-10256

800-2077 PAGE 341

2. Quality of Workmanship and Minimum Square Footage Requirements. No dwelling shall be permitted on any lot if the quality of workmanship and materials are not substantially the same or better than that which can be produced as of the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for single story, and not less than 900 square feet for multi-story or split entry homes. A minimum of 50 percent brick, stone and/or rock shall be required on the front face of each home constructed.

3. Building Location.

(a) 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 20 feet to the front lot line or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 60 feet

or more from the minimum building setback line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line or easement, whichever is applicable.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion to encroach on the minimum setback requirements mentioned above herein.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet and the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat, provided that the above front and side yard clearance are maintained, excluding lots 6, 7, 13, 17, 19, 20, 21, 22, 23 24, and 25 of plat "B" Skyline Meadows.

6. Easement. 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. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and other improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7a. Landscaping. It is agreed that all lots shall have the minimum front yard landscaping completed within one year of the house's completion. Minimum requirement is an attractive yard cover consisting of grass, rock, stone, shrubs, trees, etc. or any combination thereof.

7b. Nuisances. 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. No storage shed, clothes drying, or storage of any articles which are unsightly in the opinion of the majority property owners or developer will be permitted outside of the rear yards or in front of the rear wall of any house erected on said lots unless in enclosed areas built and designed for such purposes. No automobiles,

trailers, boats, or other vehicles are to be stored for a period of over 24 hours on streets or front and side lots unless they are in running condition, properly licensed, and regularly used. Note: If a side lot is used for storage parking, a concrete pad designed for this use must be provided.

8a. Non-conforming Structures. No structures or houses will be permitted that can be construed as a log home, pre-fabricated, or move-on type housing.

8b. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, nor during the construction period.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any

lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any owner lot within the triangular area formed by the street property lines and a line intersecting them at points 25 feet from the intersection of the street lines, or in case of rounded property corner from the intersection or the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Developer or majority property owners.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow or drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. GENERAL PROVISIONS

1. Term. 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 forty (40) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

2. Enforcement. 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.

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

By Kennard D. Wilcock

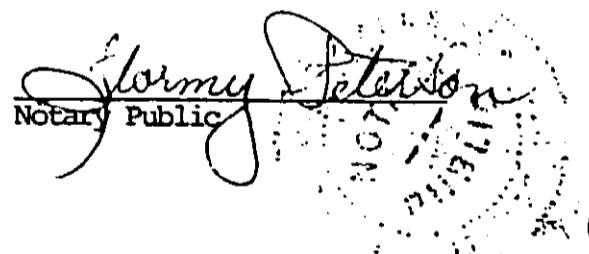
Kennard D. Wilcock
Developer

STATE OF UTAH) ss.
COUNTY OF UTAH)

On the 13th day of September, 1983, personally appeared KENNARD D. WILCOCK, the signer of the within instrument who duly acknowledged to me that he executed the same.

My commission expires: 1/22/85
Residing at: Provo, Utah

-8-


Notary Public
State of Utah
County of Utah
Name: Stormy Peterson
Signature: Stormy Peterson
Date: 10/17/83

27819

BOOK 2077 PAGE 348