

Willow Glenn

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF  
SKYLINE HEIGHTS SUBDIVISIONS

REED D HATCH-SANPETE COUNTY RECORDER  
1996 MAR 06 14:27 PM FEE \$159.00 BY RDH  
REQUEST: SKYLINE HEIGHTS

Willow Glenn  
South Ridge Meadows 1-  
North Ridge Skyline 1-62

THIS DECLARATION, made this 5 day of February, A.D., 1996, by Skyline Heights Inc., a Nevada Corporation.

WITNESSETH:

WHEREAS, Skyline Heights Inc. is the owner of certain real property in the County of Sanpete, State of Utah, which is more particularly described as The Skyline Heights Subdivision, Phases 1A, comprised of Willow Glenn Subdivision lots 1-9 and common areas inclusive, South Ridge Subdivision lots 1-9 and common areas inclusive, and North Ridge Subdivision lots 1-14 inclusive, and Phase 1B comprised of The Meadows Subdivision lots 1-18 inclusive, and Skyline Heights Subdivision lots 1-62 inclusive, and

WHEREAS, Skyline Heights Inc. desires to protect and enhance the value, desirability and attractiveness of said property for all parties having or acquiring any rights, title or interest in said Subdivisions and to this end, will convey the real property described in Article IV subject to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof: and,

WHEREAS, Architecture and landscape design standards have been carefully crafted and will be strictly enforced to ensure compatibility with the environment and neighborhood, and to enhance the quality of the development now and in the future: and,

WHEREAS, Skyline Heights Inc., in order to insure that the purposes of this Declaration are carried out, has caused the creation of "The Skyline Heights Subdivision Homeowners Association," a non-profit corporation with the power of administering and enforcing the covenants, conditions and restrictions and collecting funds as hereinafter set forth:

NOW THEREFORE, Skyline Heights Inc. hereby declares that the real property in said Skyline Heights Subdivisions are and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, and easements hereinafter sometimes referred to collectively as the "covenants and restrictions" all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants and restrictions shall run with said real property and shall be binding on all persons having or acquiring any right, title or interest in said property or any part thereof, and shall insure to the benefit of each owner thereof.

- (i) "Board of Directors" shall mean and refer to persons elected by the Homeowners Association.
  
- (j) "Project" shall mean or refer to the real property shown in the recorded plat of the Skyline Heights Subdivisions.
  
- (k) "Days" are specified as business days.
  
- (l) "Parcel" shall mean and refer to any plot of land designated by description that is bound under these covenants but not part of a platted subdivision.
  
- (m) "Project Documents" article of incorporation, By-laws, this Declaration and rules and regulations of this association.

## ARTICLE II

### MEMBERSHIP

SECTION 1. Membership. Every person or entity who is an Owner as hereinabove defined of any Lot which is subject to assessment by the Association shall be a member of the Association. When more than one person is an owner of record of a Lot, all such persons shall be members, but shall only be entitled to one vote.

Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership.

SECTION 2. Classes of Membership. The Association shall have two classes of membership:

Class A. All the Owners as defined in Section 1 of this Article with the exception of the Declarant.

Class B. The Declarant.

**SECTION 3. Member's Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association;

(a) The right of the Association to suspend the voting rights and right to the use of the Common Area and any recreational facilities thereon of a Member or members of families for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area and to limit the Member of guests of the Members using the Common Area.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area or appurtenance thereunto belonging to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each Class of Membership agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action there under is sent to every Member at least fifteen (15) days and not more than fifty (50) days prior to such dedication or transfer.

**SECTION 4.** Any Member may, in accordance with the By-Laws, share his or her right of enjoyment to the Common Area with the members of his or her family, invitee, licensee, guests, or assigns.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 1. Definition.** The Homeowners Association will be responsible for the following areas to include but not be limited to; 1) the Common Areas, 2) the jogging, bicycle, and equestrian paths, 3) roads, and when and if required for, and common use.

be discussed, shall be sent to all Members not less than fifteen (15) days and not more than fifty (50) days prior to the meeting.

**SECTION 6. Quorum for any Action Authorized Under Sections 3 & 4.** The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

Those present at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not coming forth at any meeting, another meeting may be called, provided there has been ten (10) days prior written notice to all Members and there shall be no required quorum in order to conduct business at the subsequent meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. It is the responsibility of each lot owner or owners to designate one authorized person to cast votes and receive mail and notices in behalf of the lot ownership. The result of each meeting must be duly documented and each appointed and authorized voting member shall receive the results thereof at the address furnished to the Association. A current directory of authorized voting agents and accurate mailing address will be tendered to the Association by each lot ownership.

**SECTION 7. Date of Commencement of Annual Assessments; Due Dates.** The first annual assessment provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of title for purchase of a lot. The first annual assessment will be pro-rated based on 12 months of the calendar year. For the second and each succeeding year thereafter, the annual assessment will be due and payable on June 1st. The Association shall, upon demand, at any time furnish to any person, with respect to a particular Lot, a certificate in writing signed by an officer of the Association, setting forth the amount of the annual and special assessments on said Lot and whether said assessments are current.

**SECTION 8. Assessment Lien.** Assessments levied upon Lots shall be in perpetual lien upon said Lots until such assessments and any interest, penalties, attorney fees, and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinates to the lien of any trust deed or mortgages. Sales or transfer of any Lot shall not affect the Assessment Lien.

**SECTION 9. Effect of Non-payment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days from the date of the assessment shall bear interest from the date of

The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Architectural Control Committee shall take into consideration the design, style, and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the architecture of other buildings located upon the Properties subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height or type of material used in construction. The Committee may make reasonable requirements of the Lot Owner, including the submission of additional plans, to insure conformance of such buildings when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The Committee shall have authority to grant variances from the provisions of this Declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not such hardship exists.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval, in specific terms, so that the objections can be met by alteration acceptable to the Committee.

All plans submitted to the Committee shall be left on file with the Committee Chairperson.

It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for any arbitrary abuse of its discretion or an act in excess of its authority. Members of the committee may be removed by two-thirds (2/3) vote of Association Members. The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

SECTION 4. Liability of Committee. The Architectural Control Committee shall not be liable in damages to any person submitting a request for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

## ARTICLE VII

### EXTERIOR MAINTENANCE

SECTION 4. Number of Living Shelters. A maximum number of two (2) dwellings may be constructed on each Lot within the guidelines of state and local statues and code. (one main residence and one guest home). Deviation from initial plans must be approved by Architectural Committee regarding outbuildings or additions.

SECTION 5. Building Character and Construction. All buildings erected on the Properties shall be designed and constructed in accordance with the following standards or guidelines:

(a) **Materials and color** - A similar palette of traditional materials such as wood, stone, stucco, logs, and earth-tone finishes for staining and trim should be used on homes throughout the development. Accent colors, used in moderation, may be acceptable as approved by the Architectural Control Committee.

Roof coverings shall be a minimum of Class C, wood shake shingles (treated or untreated) will be excluded from this requirement. Exterior vertical walls shall be constructed of at least 1.2 inch nominal sheathing or equivalent material and shall extend from ground level to roof line. The underside of the decks and structures with stilt foundations shall be enclosed with the material specified for exterior vertical walls. Eaves, cantilever balconies, and similar underside overhangs, shall be enclosed with materials that equal or exceed 1/2 inch nominal sheathing. All glazed openings (windows and doors) that face concentrations of vegetative fuels within 30 feet of the openings shall be provided with closable, solid exterior shutters. Every chimney, vent, or flue shall be provided with an approved spark arrestor consisting of 12 gauge wire mesh with openings not to exceed 1/2 inch. All chimney outlets shall be constructed with 10 foot clearance from all vegetation and obstructions. Manufactured homes shall meet all applicable construction and safety standards and shall be provided with full skirting constructed of material specified for exterior vertical walls. All building exteriors shall be completed within 18 months of beginning construction.

(b) Should any portion of a Lot extend into the original Common Area, that Lot will be deed restricted to assure that the portion extending onto the Common Area shall in perpetuity remain part of the common use area.

(c) Every Owner will be required to install a fire protection sprinkling system within and above

Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently pursued.

SECTION 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, street, road, or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other property owners.

SECTION 11. Fires and Fireworks. Outside fires must be contained in a fire pit at least 6" deep lined with non-combustible material with 3' wide ring around it cleared of all burnable debris. Flames should not exceed 3' above ground and attended to at all times. When leaving, ashes must be cold. Discharge of fire works of any kind, at any time is prohibited on all properties.

SECTION 12. Firearms. Neither Firearms nor archery shall be discharged within the interior boundaries of the properties.

SECTION 13. Commercial Vehicles, Campers or Trailers. No campers, recreational vehicles, trailers, commercial type vehicles and no trucks shall be stored or parked in any Lot except in a closed garage or hidden behind visual screening as approved by the Committee, nor parked on any street, road or Common Area except while engaged in transport to or from a dwelling or the Common Area. For the purpose of this restriction, a truck having a 3/4 ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Special permission must be obtained from the Homeowners Association in such cases as visiting family trailers for limited time periods.

SECTION 14. Animal Control. The keeping of animals shall be allowed on Lots, provided that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood. Grazing animals will be allowed on Lots, so long as over grazing, and visual damage to the area is not evidenced. One large animal per 2 acre is adequate.

No Owner shall have or allow any guest, tenant or other person lawfully on the premises to have or permit any animals at large upon the property. Definition of animal at large shall be: any animal either;

1. Not attached to a person by chain or leash, or
2. Not caged, fenced, or similarly confined.

SECTION 15. Signs. No sign of any kind shall be displayed to the public view on any Lot

SECTION 20. Rights of Declarant. Declarant hereby reserves in itself the following easements and rights over the Properties to the extent reasonably necessary to complete and sell, lease, rent or otherwise dispose of Declarant's interest and the equity associated therewith:

- (a) Easement for ingress and egress, drainage, encroachment, utilities, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonably necessary to complete or repair the Project, or to discharge any other duty of Declarant under the Project Documents or sales contracts or otherwise imposed by law.

SECTION 21. Conflict with Ordinances. In the event the terms and conditions of this Declaration conflict with any applicable statutes or rules and regulations of governmental agencies, now existing and as many as may be hereafter adopted or amended, then the higher standard shall control.

## ARTICLE IX

### GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association; or the Owner of any lot subject to this Declaration; their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration, if recorded. After which time, said covenants shall be automatically extended for successive periods of fifteen (15) years.

SECTION 2. Amendments. These covenants and the restrictions of this Declaration may be amended during the first twenty (20) years from the date of the Declaration, by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots and thereafter by an instrument signed by the Owners of not less than fifty percent (50%) of the Lot Owners.

SECTION 3. Enforcement. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at the law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants or restrictions herein contained.

1. **Manage and Maintain Common Areas.** The Association shall manage, maintain, operate, repair and replace any property acquired by or subject to the control of the Association, including personal property, in a safe, sanitary and attractive condition.

2. **Enforce Project Documents.** To enforce the provisions of the Project Documents by appropriate means.

3. **Levy and Collect Assessments and Individual Charges.** To fix, levy and collect assessments and individual charges.

4. **Taxes and Assessments.** To pay all real and personal property taxes and assessments and all other taxes levied against the Common Area, personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided, that they are paid or that a bond or other security insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

To prepare and file annual tax returns with the Federal Government and the State of Utah and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

5. **Water and other Utilities.** To acquire, provide and pay for utility services as necessary for the Common Area.

6. **Legal and Accounting.** To obtain and pay the cost of legal and accounting services necessary or proper to the maintenance and operation of the Project and the enforcement of the Project Documents.

7. **Insurance.** To obtain and pay the cost of insurance for the Project.

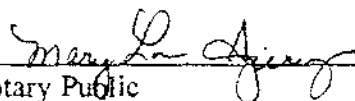
8. **Bank Accounts.** To deposit all funds collected from Owners and all other amounts collected by the Association as follows:

(a) All funds shall be deposited in a separate bank account ("General Account") with a federally insured bank located in the State of Utah. The funds deposited in such account may be used by the Association only for the purpose for which such funds have been collected.

(b) Funds which the Association shall collect for reserves for capital expenditures relating to the repair and maintenance of the Common Area, and for such other contingencies as are required by good business practice shall, within thirty (30) days after deposit in the General Account, be deposited into an interest bearing account with a federally insured bank or savings and loan association located in the State of Utah and selected by the Association, or invested in

STATE OF UTAH     )  
                              : ss.  
COUNTY OF JUAB    )

On the 5th day of February, A.D. 1996, personally appeared before me, a Notary Public in and for the State of Utah, Nichole Robertson who being by me duly sworn did say that she, the said Nichole Robertson is the secretary-treasurer of Skyline Heights Inc., a Nevada corporation qualified to do business in the State of Utah, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Nichole Robertson duly acknowledged to me that the said Corporation executed the same.

  
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Notary Public  
Residing at Mona, Utah

My Commission Expires: 6/15/98