

PROTECTIVE COVENANTSSANDALL WOOD ACRES SUBDIVISION PLAT  
"X"  
TREMONTON, BOX ELDER COUNTY,  
UTAH

WHEREAS, Arnold A. Barney and Beth H. Barney are the owners of the following described property located in Tremonton City, Box Elder County, Utah, and described as follows:

Beginning at a point 367 feet South 0°48' West from the Northwest corner of the East half of the Northwest Quarter of Section 10, Township 11 North, Range 3 West, S. L. B. & M.; which point lies on the West line of the East half of the Northwest Quarter and is the Southwest corner of Lot 22, Block 2, Plat R, Tremonton, Utah, Survey, and running thence along said West line South 0°48' West 2251.3 feet to the right-of-way line of Railroad Spur; Thence North 89°41' East 665 feet along said right-of-way line to the East line of the West half of the East half of the Northeast Quarter of said Section 10; Thence North 0°48' East 2247.6 feet along said East line to the Southeast corner of Lot 2, Block 1, Plat R; Thence West along the South boundary of Plat R, 665 feet to the point of beginning.

1. Said lots shall be known and described as "Residential Building Lots" and used for purposes of residence only.
2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling not to exceed 1 1/2 stories in height and private garage or carport for not more than two cars, one story in height.
3. No garage or other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained, and neither prior to the erection of the main building herin permitted on any of said lots, shall any garage or other out-buildings be used for residential purposes.
4. No residence shall be erected, permitted or maintained on any of the said lots, which shall have a ground floor area of less than 900 square feet; and not less than 900 square feet if no basement is built, such ground floor area to be exclusive of open porches, pergolas, or attached garage of carport.
5. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to the interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more from the rear of the house. For the purpose 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 or a lot to encroach upon another lot. The rear yard shall not be less than 25 feet deep. Side yard requirements shall meet with City ordinance requirements.
6. Easements for instalation 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 building shall be placed, erected or permitted on any building plot in the above described area until the building plans and the specifications have been approved in writing as to conformity and harmony of external design with existing structures in the area and as to location of the building until the plans have been approved and signed by Arnold A. Barney, Beth H. Barney, J. Grant Nielson or their designees.
8. No animals other than house pets shall be permitted to be kept on any lot. 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.

- 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
- 10. These covenants and restrictions are made for the benefit of the lots herein described, and are to run with the land and shall insure to the benefit of and be binding on all parties or persons claiming under them until January 1, 1989 at which time such covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a majority vote of the then individual owners it is agreed to change the said covenants and restrictions in whole or part; provided however, that the restrictions contained in Paragraph 7 shall be perpetually appurtenant to said lots.
- 11. If any persons shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1989, or such time as may be set up by the provisions in the next proceeding paragraph, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violations.
- 12. Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of said covenants or restrictions shall not affect the remaining provisions of this instrument or any valid covenant or restrictions herein contained.
- 13. Any violations of the foregoing provisions, conditions, restrictions, or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value or as to any portion on said property. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of the foreclosure of any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure deed in lieu of foreclosure.

WITNESS, the hands of said owners the 6th day of January 1960.

Arnold A. Barney  
Arnold A. Barney

Beth H. Barney  
Beth H. Barney

STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH )

On the 6th day of January 1960. personally appeared before me, a Notary Public in and for the State of Utah, Arnold A. Barney and Beth H. Barney, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Grant L. Howard  
Notary Public  
Residing at Pleasant Grove Utah

My Commission Expires:  
Feb. 15, 1964