

PROTECTIVE COVENANTS  
SUNSET SUBDIVISION  
DAVIS COUNTY, UTAH  
DATED: FEBRUARY 4, 1943  
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PROTECTIVE COVENANTS  
SUNSET SUBDIVISION  
Davis County, Utah

WHEREAS, the undersigned are the present owners of all of the lots, pieces and parcels of land embraced within the area hereinafter specifically described, and

whereas, said area comprises an exclusive residential subdivision of sunset Davis County, State of Utah, and

WHEREAS, it is the desire of the owners thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

NOW THEREFORE, it is the desire of the owners thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and that the premises to which these restrictive covenants shall attach are specifically described as follows, to wit:

All of Block 2,3,4,5, of Sunset Subdivision, Davis County, Utah, in the Northeast Quarter, Section Twenty Six (26), Township Five (5) North, Range Two (2) West, Salt Lake Base and Meridian, subject, however to right of way for pipe lines granted to Town of Sunset and excluding that portion of the above property which is occupied by the Town of Sunset as a pump house.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat.

No building, except a detached garage or other outbuilding located Sixty (60) feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than Sixty (60) feet at the front building setback line.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$3500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 600 square feet in the case of a one story structure.

An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a

majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation 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.

IN WITNESS WHEREOF, the parties to these covenants have hereunto set their hands and seals this 4th day of February, 1943.

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