

Recorded at request of SECURITY TITLE COMPANY Order No. 43932 Fee Paid 24.00
 Date NOV 18 1965 at 2⁰¹ P.M. EMILY J. ELDREDGE Recorder Davis County
 By Grace A. Bybee Deputy Book 331 Page 674
Sunset, Lot 10, Blk 2

291750

MODIFICATION AGREEMENT

This agreement made and executed in triplicate by and between FILBERT D. FRESQUES and DORIS M. FRESQUES, his wife, of Sunset, Davis County, Utah, hereinafter referred to as First Parties and the undersigned owners of real property situate in Sunset Subdivision in Davis County, State of Utah, hereinafter referred to as Second Parties;

WITNESSETH:

WHEREAS, Second Parties reside in Sunset Subdivision situate in Davis County, State of Utah, and at the time said area was subdivided certain protective covenants were executed by Burns Construction Company and recorded March 2, 1943, in Book "N" at Page 643 of Liens and Leases and are amended by Amendment to Protective Covenants dated April 7, 1943, executed by Burns Construction Company, recorded April 7, 1943, in Book "O" at Page 70 of Liens and Leases in the Davis County Recorder's Office; and

WHEREAS, First Party has purchased all of Lot 10, Block 2, Sunset Subdivision, and has petitioned the City of Sunset for the re-zoning of said lot from Residential R-3 to Commercial C-1 and that the City Council of Sunset City has approved the said zoning; and

WHEREAS, the undersigned Second Parties are willing to modify the above mentioned Protective Covenants so as to permit First Party to construct a barber and beauty shop on the said Lot 10 with the building to be located on the front of the said lot without any set back and allowing for 10 foot side yards on each side of the said building.

NOW THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. The above identified Protective Covenants be and they are hereby amended and modified to read as follows:

No building shall be located nearer to the side lot line than 10 feet and buildings in Commercial C-1 zones may be built without any front setback. In residential zones no building shall be located nearer than 20 feet to the front lot line nor nearer than 20 feet to any side street line. No building, except a detached garage or outbuilding located 60 feet or more from the lot line, shall be located nearer than 5 feet to any side lot line.

No residential structure shall be located or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 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 thereupon which may be or become an annoyance or nuisance to the neighborhood. It is agreed that a barber and beauty shop are not a noxious or offensive trade or activity and therefore are not in violation to this paragraph.

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 not be less than 600 square feet in the case of a one story dwelling.

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

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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 a 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.

No building shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two cars; provided however, that commercial buildings may be erected on lots in the said subdivision that have been re-zoned commercial by the governing authority.

IN WITNESS WHEREOF, we the undersigned have executed this Modification Agreement this 15 day of November, A. D. 1965.

<u>Stanton O. Measells</u>	<u>184170 75 west</u>
<u>Osmer Knight</u>	<u>182770 75 west</u>
<u>Juda E. Knight</u>	<u>182770 75 W.</u>
<u>Arnold Satterlee</u>	<u>1813N 75 W.</u>
<u>Margith L. Satterlee</u>	<u>1813 N. 75 W.</u>

John J. Wiberg	1856 N. 75 W. Sunset
Clayton Peterson	1882 No 75 W
Beth B. Peterson	1882 No. 75 W.
Norma Worden	1902 N. 75 W. Sunset
Richard L. Worden	1902 N. 75 W. Sunset
Gerald F. Hurst	76 W. 1900 N Sunset
Marilyn D. Hurst	76 W. 1900 N. Sunset
Marion G. Fisher	88 N. 1900 N. Sunset
Berganna B. Fisher	88 W. 1900 N. Sunset
Beth Henric	102 W. 1900 N Sunset
John Henric	102 W 1900 N Sunset
Rose Martine	126 W 1900 N Sunset
John Nicholas	146 W. 1900 N. Sunset
Glada Nicholas	146 W 1900 N. Sunset
Mr. Stanley T. Shaw	1812 No 75 W. Sunset
Hildegard Shaw	1812 No. 75 W. Sunset
Geo A Dickson	1846 N 75 W
Pearl B. Hallbrook	194 W. 1900 N.
Mrs. A. H. Martin	202 W. 1900 N.
Wilford L. Gatt	228 W. 1900 N.
Walter H. Gatt	228 W 1900 N.
Essie Martine	227 W 1900 N.
Mrs. Maymie Martine	227 W 1900 N.
Ed Christensen	219 W. 1900 N.
Miss Phyllis	219 W. 1900 N.

Mrs. Karl F. Youngberg	1869 N 200 W - Sunset, Utah
Karl F. Youngberg	1869 N 200 W - Sunset, Utah
Mrs. John Ferrin	1857 N 200 Sunset 21st
Mrs. John Ferrin	1857 N 200 Sunset 21st
Mrs. Estine F. May	1843 N 200 W Sunset, Utah
Mrs. Gilberta Macy	1843 N 200 W Sunset, Utah
John C. Coby	1831 W 200 W Sunset 21st
Mrs. Johanna Cough	1831 W 200 W Sunset, Utah
Edwin R. Moore	1823 N. 200 W Sunset Utah
Mrs. Edwin Moore	1823 N 200 W Sunset Utah
Eugene Fuller	1809 No. 200 West Sunset Utah
Jade Ann Fuller	1809 No. 200 West Sunset Utah
Elizabeth Bennett	180 N 200 Sunset
James T. Bennett	180 N 200 Sunset
Richard B. Lasater	1824 N. 200 W Sunset
Richard B. Lasater	1824 N. 200 W Sunset
Richard B. Lasater	1824 N. 200 W Sunset
Juanita Chibson	1836 N 200 W Sunset
Edwood Chibson	1836 N 200 W Sunset
Vern E. Young	1874 N 200 W Sunset
Del B. Anderson	214 W 1900 N Sunset
Fern Anderson	214 W 1900 N Sunset
Mrs. J. M. Hall	169 W 1900 N Sunset
J. M. Hall	169 W 1900 N Sunset
E. M. Grover	157 W 1900 N Sunset
Jane Ann Grover	157 W 1900 Sunset
W. B. Brandenburg	141 W 1900 No sunset

Jiggs Branchbury	141 W 1900
Meredith Murphy	119 W 1900
Charles H. Murphy	119 W. 1900 No.
John Hogan	1887 No. 75 W
Marcella Hogan	1887 No. 75 W.
Jean Marie Woolley	1861 No. 75 W.
Don & Renee Gilmore	118 W. 1850 N.
Blaine Wanda Anderson	168 W. 1850 N.
Mrs. Mahal Gill	167 W. 1850 N.
Elaine H. Moore	153 W. 1850 N.
Estes J. Moore	153 W 1850 N.
Mr. & Mrs. Ray Sorensen	143 W. 1850 N.
Mr. & Mrs. F. O. Bellingsley	127 W. 1850 N
Mr. & Mrs. B. L. Nissen	117 N. 1850 N.
Mr. & Mrs. Don L. Eastman	106 W 1850 N.
Mr. & Mrs. Alvin J. Sharp	116 W 1800 N
Mr. & Mrs. Daniel E. Lynch	128 W 1800 No.
Mr. & Mrs. Neil Vern Hood	152 St. 1800 No.
Mr. & Mrs. Eugene Kerbr	1814 N 250 W
Mr. & Mrs. Bern Nilles	1858 2nd 250 West
Mr. & Mrs. Wm. Vallander	233 W 1900 N.
Mr. & Mrs. F. S. Frisquas	163 W 1850 N.
Mr. & Mrs. David Harper	177 W 1850 N
Mrs. Marguerite Konopnicki	158 W 1850 N
Mr. & Mrs. Joe E. Luffman	182 W 1900 N

STATE OF UTAH)
COUNTY OF DAVIS } ss.

On this 15 day of November, A. D. 1965, personally appeared before me, FILBERT D. RESQUES and DORIS M. FRESQUES, his wife, two of the signers of the foregoing Modification Agreement, who duly acknowledged to me that they executed the same.

Alfred G. Van Wagenen
Notary Public
Residing at: Clayville, Utah

My commission expires: 7-15-67

