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Recorded at request of Isaac P. Hallman Fee Paid 2.50
Date AUG 28 1956 at 9:04 A.M. EMILY T. ELDREDGE Recorder Davis County
By Grace R. Bybee Deputy Book 141 Page 150

159540 RESTRICTIVE COVENANTS Sunset Heights

Plotted
 Abstracted
 On Margin
 Indexed
 Compared
 Entered

KNOW ALL MEN BY THESE PRESENTS: That whereas Isaac P. Hallman and Nola H. Hallman, his wife, hereinafter referred to as Owners, hold fee simple title to certain lands situate in Centerville, Davis County, Utah, and

WHEREAS, the Owners have subdivided the said real property and a subdivision plat thereof is recorded in the Davis County Recorder's office, Farmington, Utah, and is known and referred to as Sunset Heights Subdivision; and

WHEREAS, the Owners are desirous of creating certain protective covenants and building restrictions upon the said property for the purpose of restricting and governing the use of said lots in the subdivision for the protection of themselves and future owners;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and in consideration of the purchase of any lot or lots within the aforesaid subdivision at any time hereafter, we, the aforementioned Owners, hereby establish and create these protective covenants and restrictions and make them applicable to all the lots in the above mentioned Sunset Heights Subdivision and we hereby covenant and agree as follows:

1. All lots in Sunset Heights Subdivision shall be known as and described as residential lots. No structure shall be erected, altered or placed or permitted to remain on any residential building lot other than single family dwellings and not to exceed two stories in height.
2. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 10 feet to any side lot line; provided however, that buildings located on a corner lot shall be set back at least 20 feet from the side street line.
3. The minimum frontage of any lot shall be 80 feet and each lot shall contain a minimum of 10,000 square feet.
4. The floor area of any one story building shall contain a minimum of 1100 square feet. The ground floor area of any two story or two level house shall contain a minimum of 1000 square feet.
5. All dwellings shall be constructed of new materials; and no trailer, basement, tent, shack or barn or other outbuilding erected in the tract shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.
6. No dwelling costing less than \$10,000.00 shall be constructed on any lot in the tract.

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7. No noxious or offensive trade or activity shall be carried on in connection with any lot nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

8. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1976, and at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to nullify or change said covenants in whole or in part.

9. 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 situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages for such violation.

10. 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.

WITNESS the hands of the parties hereto this 28th day of August, A. D. 1956.

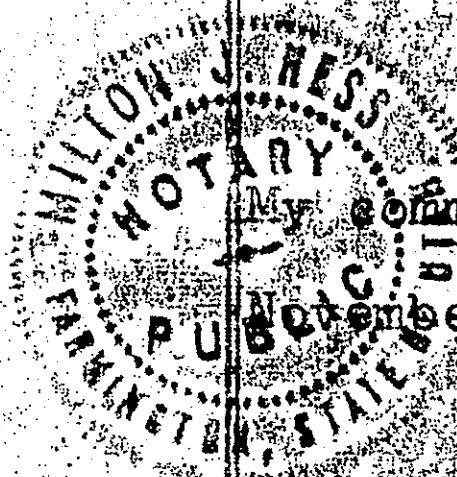
Isaac P. Hallman

Nola H. Hallman

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On this 28th day of August, A. D. 1956, personally appeared before me ISAAC P. HALLMAN and NOLA H. HALLMAN, his wife, the signers of the foregoing Restrictive Covenants who duly acknowledged to me that they and each of them executed the same.

John J. Hess
Notary Public
Farmington, Utah



My commission expires:
September 25, 1957.