

486

Recorded at request of BLACKS TITLE & ABSTRACT CO. ORDER No. 4786 R
Date APR 16 1964 at 10:34 A.M. BY EMILY T. ELDREDGE
By *Margaret A. Hansen* Deputy Book 290 Page 486

Sorrento Estates #1, all lots

266123

PROTECTIVE COVENANTS FOR SORRENTO ESTATES

Outline of restrictions executed by L.A. Campbell Construction Co. Inc., dated February 6, 1964.

WHEREAS, L.A. Campbell Construction Co. Inc., is the owner and possessor for the following described property located in Davis County, State of Utah:

All of Sorrento Estates Number 1, a subdivision of part of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Woods Cross, Davis County, Utah, according to the official plat thereof.

Now therefore, we do hereby declare said property to be subject to the following restrictions, and that all lots in said tract shall be conveyed subject to the restrictions set forth in the following order to enhance a more uniform development of the lots therein and to maintain the value thereof, to-wit:

1. PERSONS BOUND BY THESE COVENANTS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in and of the land herein before described shall be taken and held to agree and covenant with the owners of said land and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period from date hereof to July 1, 1984, 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 said lots and land is agreed to change said covenants in whole or in part.

2. USE OF LAND: COST: FRONTAGE:

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon, any residence erected or maintained thereon shall be designed for not more than occupancy by one family and shall be detached single-family dwellings not to exceed one and one half stories in height and a private garage for not more than three cars. The ground floor square foot area of the main structure, exclusive of one-story open porches and garages, or any single family residence erected on said lands shall not be less than nine hundred square feet, (900).

3. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 30 feet to the front lot line nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 8 feet to any lot side line. No residents or attached appurtenance shall be erected on any

lot farther than 40 feet from the front lot line. No fence, wall, hedge or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall or hedge or any other object of similar design, be constructed on any lot to a height greater than six feet. For the purposes 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 on a lot to encroach upon another lot.

4. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plats having less than 3,000 square feet or area or a width of less than 70 feet at the front building set back line.

5. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, barn or other outbuilding shall be erected in the tract nor shall any residence of a temporary character be permitted.

6. NUISANCE

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats and birds as are kept as household pets, and not for any commercial purpose. Nor the permitting the storage of anything not enclosed in storage area.

7. COMMITTEE

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of John Duncan, Lalif Campbell, Walt Moss or by a representative designated by a majority of the members and said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove of such design and location, or to designate a representative with full authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 4, 1974. Therefore the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a

Protective Covenants - Sorrento Estates

majority of the lots in the subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

8. UTILITY EASEMENT

An easement is reserved as shown on the recorded plat for utility and irrigation installment and maintenance.

9. PROTECTIVE SCREENING

Protective screening will be provided along the rear lots backing on Interstate Highway 15. This screening may be planted at the option of the buyer from a select list of shrubs provided by the owners with the total amount of screening material not to exceed \$25.00 per lot. All screen planting is to be maintained or replaced by the individual lot owners from their date of occupancy.

GENERAL PROVISIONS

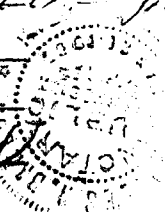
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings or law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SIGNATURES

L.A. Campbell, President L.A. Campbell Construction Co., Inc.
By L.A. Campbell
Walter H. Moss
Blanche C. Moss
L. Clifford Olsen
Afton P.S. Olsen



On the 6th day of February 1964, personally appeared before me L.A. CAMPBELL, WHO being by me duly sworn, did say that he is the president of L.A. CAMPBELL CONSTRUCTION CO. INC., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said L.A. Campbell acknowledged to me that said corporation executed the same. ALSO, appeared before me Walter H. Moss, and Blanche C. Moss, his wife; and L. Clifford Olsen and Afton P.S. Olsen, his wife; the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Comm. Expires May 21, 1967.
Resides Bountiful, Utah

Notary Public

Charles W. Barlow