

Margaret R. Evans

MARK H. NICHOLS)
 JOSEPHINE B. NICHOLS)
 WADE BROS. CONSTRUCTION COMPANY,)
 by ALTON E. WADE)
 LYMAN D. MORRELL)
 FLORENCE N. MORRELL)
 NOLAN H. JENSEN)
 MARJORIE B. JENSEN)
)
 To :
 WHOM IT MAY CONCERN)

RESTRICTIVE AND PROTECTIVE COVENANTS

Dated September 28, 1957

That, whereas, the undersigned are the present owners of all the hereafter described property in the City of Brigham City, Box Elder County, Utah;

And, Whereas, said area comprises an exclusive residential area in the City of Brigham;

And, Whereas, it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof;

Now, Therefore, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

All of Sunset Heights Subdivision, Brigham City, Box Elder County, Utah.

All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling or one detached two-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and other outbuildings incidental to residential use of plot.

No residential structure shall be erected or placed on any building plot which plot has an area of less than 9,000 square feet.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may 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.

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until January 1, 1976, 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 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.

Nolan H. Jensen
Marjorie B. Jensen
Lyman D. Morrell
Florence N. Morrell

(See Book 112 of Records page 605) M.C.

