

to renew and/or extend loans, in full or in part; to pledge any of the bonds, stocks, bills and notes receivable, accounts and/or other securities or property belonging to this Company for the purpose of securing any money borrowed or obtained in such amounts and upon terms as may seem advisable to the officer or officers pledging same or that are required by the Association, and to execute the endorsements, assignments and obligations and to perform all other acts on behalf and in the name of this Company as may be necessary or required for the foregoing purpose:

Franklin L. Burns, President, and Glenn R. Wilson, Secretary-Treasurer of the Company or F. M. Burns, Vice President, and Glenn R. Wilson, Secretary-Treasurer of the Company."

We, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of the Burns Construction Company at the time and place aforesaid.

ATTEST:

Glenn R Wilson
Secretary

CORPORATE
SEAL

Franklin L. Burns
President

Recorded March 2nd, 1943 at 1:50 P.M.

Alice Hess County Recorder

No. 82484

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

In Modification Agreement in Book 331 Page 674

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 \$2500.00 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.

BURNS CONSTRUCTION COMPANY
By Franklin L. Burns
President
By Glenn R. Wilson
Secretary

STATE OF UTAH)
 : SS.
COUNTY OF WEBER)

On the 4th day of February, 1943, personally appeared before me Franklin L. Burns and Glenn R. Wilson, who, being by me duly sworn, did say that they are the President and the Secretary, respectively, of Burns Construction Company, a Utah Corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Franklin L. Burns and Glenn R. Wilson acknowledged to me that said corporation executed the same.

My commission expires:

July 21, 1946

Mary F. Hooper

Notary Public

Ogden, Utah

Recorded March 2nd, 1943 at 1:55 P.M.

Abstracted *Sunset Sub.*

Mary Hooper County Recorder

No. 82506

(TAXPAYER)
BONNEVILLE IRRIGATION DISTRICT
TREASURER'S RECEIPT

No. 303

TREASURER'S OFFICE
DAVIS COUNTY, UTAH

FARMINGTON, UTAH Feb. 8th 1943

RECEIVED OF John Jackson and -, landowners within the Bonneville Irrigation