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BOOK 1968 PAGE 82

PROTECTIVE COVENANTS

Recorded SEP 23 1962 at 3:47 P.M.
Request of MCGHIE ABSTRACT & TITLE CO.
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 4.00 By *[Signature]* Deputy
Ref.

Know All Men By These Presents:

That the undersigned, being the Owners of all the property and premises situated in Salt Lake County, Utah, and described as follows:

Sundown No. 1 Subdivision, a subdivision in Salt Lake County, Utah according to the plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah as Entry No. 1846285, in Book Y of plats page 53 thereof, and does hereby establish the nature of the use and enjoyment of all lots in said subdivision and that all conveyances of these lots shall be made subject to the following conditions, restrictions, and stipulations with the exception of lots 46 and 17 thru and including 23 in the heretofore described subdivision.

1. The aforesaid described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as residential lots. No structure shall be erected on said lots other than one single family dwelling on each of said lots not to exceed two stories in height and a one or two car garage or carport. Corner lots shall have 30 feet and 20 feet front yard, with a minimum 5 feet side yard and 25 feet back yard, except that in the case of an attached garage or carport the rear yard may be reduced to 15 feet and excepting that side and rear yard requirements may be substituted for each others on corner lots. Inside lots shall have 30 feet set back a minimum 5 feet side yard with attached garage or carports, and 5 foot minimum but totaling 12 feet on both sides when garages are not attached. The minimum rear yard on inside lots shall be 25 feet deep. No lot shall be less than 5,500 square feet in area.
2. No provisions shall be made on any building lot for the raising of poultry or the housing of cows, horses, or other livestock.
3. No trailer, basement, tent, shack, garage, barn, chicken coop or other building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Fences or walls shall not extend beyond the minimum front building setback unless of a ornamental low type design.
4. No structure shall be moved on to any lot unless it shall conform to and be in harmony with existing structures in the tract.
5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance, or a nuisance to the neighborhood.
6. No dwelling shall be permitted on any lot in said tract with a ground floor square foot area of less than 900 square feet.
7. In addition to easement shown on plat, a perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
8. No trash, ashes or any other refuse may be thrown or dumped upon any lot in the subdivision.
9. Covenants and restrictions herein are to run with the land and shall be binding by the parties and all persons claiming them until May 25, 1992 at which time they will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to vacate said covenants in full or in part.

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10. If the parties hereto, or any of them, heirs, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before May 25, 1992; it shall be lawful for any person or persons owning any lot 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 or restrictions and either to prevent hem or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the undersigned have duly executed this document, the Twenty first day of September, AD. 1962.

Frank Coon ✓
FRANK COON

Georgianna Coon ✓
GEORGIANNA COON

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On the 24th day of SEPT, A.D. 1962 personally appeared before me FRANK COON and GEORGIANNA COON, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



A. D. Coon
Notary Public

My commission expires MAY 14, 1966 Residing at SALT LAKE

x Herald H. Heaton
HERALD H. HEATON

Dollie G. Heaton
DOLLIE G. HEATON

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On the 24th day of SEPT, A.D. 1962 personally appeared before me HERALD H. HEATON and DOLLIE G. HEATON, husband and wife, the siners of the within instrument, who duly acknowledged to me that they executed the same.



A. D. Coon
Notary Public

My commission expires MAY 14, 1966 Residing at SALT LAKE

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[Handwritten Signature]
JIM PAPPAS

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On the 29th day of SEPT, A. D. 1962 personally appeared before me JIM PAPPAS, a single man, the signer of the within instrument, who duly acknowledged to me that he executed the same.



[Handwritten Signature]
Notary Public

My commission expires MAY 14, 1966 Residing at SALT LAKE

SALT LAKE BUILDERS, INC.

BY: *[Handwritten Signature]*
GARY C. WILLIAMSON
Secretary-Treasurer

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On the 29th day of SEPT, A.D. 1962 personally appeared before me GARY C. WILLIAMSON who being by me duly sworn did say that he, the said GARY C. WILLIAMSON, is the Secretary-Treasurer of the Salt Lake Builders, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said GARY C. WILLIAMSON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Handwritten Signature]
Notary Public

My commission expires MAY 14, 1966 Residing at SALT LAKE