

RECORDER'S NO. 30735 G RECORDED Mar. 13, 1959
 FEE \$ 3.70 TIME 10:20 AM P.L. BOOK 123 PAGE 609
 CORA L. NIELSON - BOX ELDER COUNTY RECORDER Cora L. Nielson

PROTECTIVE COVENANTS

These Protective Covenants made and entered into this 13th day of March, A.D., 1959 by owners of all of the within described property, Wade Brothers Construction Company, of Weber County, State of Utah, and Steve H. Anderson and Tesse H. Anderson, Husband and Wife, of Box Elder County, State of Utah.

WITNESSETH:

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 Addition No. 1, Brigham City, Box Elder County, Utah.

1. 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.

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

3. 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.

4. 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.

5. The size of homes built on said subdivision shall be not less than 850 square feet for one story dwelling and not less than 600 square feet on the first floor and not less than 400 square feet on the second floor of a two story building.

6. No fence on any side line of said lots shall project nearer to the street than the front of the house.

7. No livestock, poultry, or animals, save dogs and cats which are domestic pets of the owners of lots shall be kept on these properties.

8. 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, 1983, 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.

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 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.

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.

WADE BROS. CONSTRUCTION COMPANY

by Alton Wade
co-partner

Steve H. Anderson

Tesse H. Anderson

Cora L. Nielson (123 289) C.N.

STATE OF UTAH)
: ss
COUNTY OF BOX ELDER)

On the 10 day of March, 1959, personally appeared before me Steve H. Anderson and Tesse H. Anderson, husband and wife, who acknowledged to me that they signed the same.

Commission expires:
Aug-18-1961

Willis L. Hanson
Notary Public
Residing at: Brigham City, Utah

STATE OF UTAH)
: ss
COUNTY OF WEBER)

On the 10 day of March, 1959, personally appeared before me Alton E. Wade, a member of the partnership of Wade Brothers Construction Company, the signer of the above instrument, who duly acknowledged to me that the afore-going instrument was signed in behalf of said partnership by authority of the articles of said partnership and said Alton E. Wade acknowledged to me that said partnership executed the same.

Commission expires:
Aug-18-1961

Willis L. Hanson
Notary Public
Residing at: Brigham City, Utah

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ABSD. IN BOOK 2 OF 2 PAGE 64

- 7 ✓
- 8 ✓
- 9 ✓
- 10 ✓
- 11 ✓
- 12 ✓

