

AMENDMENTS
to
PROTECTIVE COVENANTS
SUNSET SUBDIVISION
Davis County, Utah

WHEREAS, there has heretofore been executed and recorded certain ^{to} ~~Protective~~ Protective Covenants covering the real estate hereinafter described, and

WHEREAS, it is now desired to amend said covenants as now of record;

NOW THEREFORE, the owners of the Real Estate hereinafter described hereby amend the said Protective Covenants above referred to in the following particulars;

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two cars.

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 of three of the parties interested. 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 such design and location, or to designate a representative with like authority. In the event said Committee or its designated representative, fails to approve or disapprove such design and location within thirty days after said 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 has 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 1, 1948. Thereafter 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 majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

See Modification Agreement in Book 331 Page 674

By adding to Paragraph No. 7 of said Original Covenants as follows;
'In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line nor nearer than Twenty (20) feet to any side street line.'

It is understood that the Original Protective Covenants stand as heretofore executed and recorded except as specifically changed by these amendments.

The property effected hereby is located in Davis County, State of Utah and more particularly 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."

In witness whereof the parties hereto have set their hands and seals this 7th day of April, 1943.

BURNS CONSTRUCTION COMPANY,

By Franklin L. Burns
President

By Glenn R. Wilson
Secretary

STATE OF UTAH |
 | ss:
COUNTY OF WEBER |

On the 7th day of April, 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

Address Ogden, Utah

Abstracted *Sunset Sub.*

Recorded June 22, 1943 at 11:25 A.M.

Alice Hess County Recorder