

PROTECTIVE COVENANTS

MOUNTAIN VIEW SUBDIVISION OF TOOELE CITY, UTAH

MOUNTAIN VIEW SUBDIVISION, A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH, As recorded Nov. 12-1, 1958 in Book 13 of Records Page _____ Entry No. 251316.

Commencing at a point which is N. 87°59' E. 40.20 feet from the South $\frac{1}{4}$ Corner of Section 22, T.3 S., R. 4 W., S.L.B. & M. and which $\frac{1}{4}$ Corner is identified as a bronze monument set in concrete, and extending thence N. 87° 59' E. 1286.33 feet; thence N. 0°55' W. 1326.97 feet to the South R/W Line of State Highway F.A.S. # 14A; thence S. 89°41' W. 964.91 feet along said highway to point being the P.C. of a curve; thence Southwesterly along a curve on said Highway 483.28 feet to a point of the curve having a radius of 1984.0 feet and interior angle of 13° 52'; thence S. 0°40' E. 650.80 feet to the point of beginning.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, other than a one or two family dwelling not to exceed one, one and one-half, or two stories in height and private garages.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevations have been approved by a committee composed of J. L. Mayo, Frances L. Mayo and an owner within the above tract approved by a majority of the then owners of said tract, or by a representative designated by a majority of the then owners of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location or to designate a representative with like authority. In the event said committee, or its representatives, fail to approve or disapprove such design and location within 30 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 making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have fully been complied with. Neither the member of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee and its designated representatives, shall cease on and after October 14, 1962. Thereafter the approval described in this covenant shall 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.

C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 6 feet to any side lot line.

D. No residential structure shall be erected or placed on any building lot which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front of building setback line. Lots as shown on plot may not be subdivided.

E. 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.