

The amended Protective Covenants of BONNEVILLE SUBDIVISION OF TOOELE CITY, UTAH, dated June 15, 1959, executed by REED NELSON and BERNADINE NELSON, his wife, SIDNEY G. ATKIN and MIGNON POOLE ATKIN, his wife, and MARCELLAS E. LEWIS and BLISS LEWIS, his wife, and MODERN HOME BUILDERS, INC., A Washington State corporation, duly licensed to do business in the State of Utah.  
recorded  
as follows:

EXCEPTING AND RESERVING an easement and right-of-way for the erection, construction, maintenance and operation of any and all necessary utilities of every kind and nature in connection with said subdivision, together with the right of egress and ingress for the purpose of erecting, constructing, maintaining and operating all of said utilities, over, under, along, across and through the rear five (5) feet of each and every lot in said subdivision.

That the property and Lots herein conveyed to lands within said subdivision shall and may be used for the construction of private residences only and no billboards signs, buildings or structures, other than one single, one family residence with private garage for not more than two cars shall be erected or placed on said property.

No building shall be located on any residential building lot in said subdivision nearer than 25 feet from the front property line of such building lot. The minimum side yard for any dwelling shall be six (6) feet and the total width of the two required side yards be not less than sixteen (16) feet. The side yards may be reduced to a minimum of four (4) feet on the garage side where two garages are constructed adjacent to each other on adjoining lots and where garages are attached to the house. The total of the two side yards shall be a minimum of twelve (12) feet. Provided further that any residence or other building authorized to be placed on the lots in said subdivision shall be in strict accordance with all building regulations as shall from time to time be provided and adopted by the City of Tooele.

No residential structure shall be constructed on any lot within said subdivision costing less than \$8,000, based upon prevailing costs at time of recording. The ground floor area of the main structure, exclusive of one story porches and garage shall not be less than 600 square feet if one and one-half story buildings, or 800 feet for one story buildings. Walls, fences or hedges are not to extend beyond dwelling setback to any street unless approved by the Architectural Committee.

No structure placed on said premises of any temporary nature shall at any time be used for residential purposes and any such building so constructed shall be removed or disposed of upon the completion of the building authorized and allowed by the terms and provisions of this instrument.

No noxious or offensive trade or activity shall be carried on upon any lot within said subdivision nor shall anything be done in said subdivision such as will constitute a public nuisance.

No building of any kind shall be moved into or onto any lot within said subdivision and all construction of any lot within said subdivision shall be done with new materials and of a standard to meet all City and State building regulations. Not more than one residence shall be placed on any lot within said subdivision.

The covenants herein set forth shall run with the lands herein contained in said subdivision and shall enure to the benefit of each and every owner of land within said subdivision and all persons claiming under any such owner for a term of 10 years from the date hereof, and at which time said covenants, herein set forth shall automatically be extended for successive terms of 10 years, unless by a majority vote of all property owners within said subdivision shall by their vote determine to change these covenants all or in any part.

In the event any person violates any provision of this instrument it shall be within the authority and power of any other property owner within said subdivision to institute any proper legal proceedings to protect his rights under this instrument and to enforce the terms and covenants herein set forth and in the event any one particular section or provision of this instrument should be declared unenforceable then it is understood that that fact shall in no event affect the remaining terms and provisions contained herein.

In the event of any controversial questions of matters concerning the use of the lands within said subdivision not herein determined it shall be authorized for the property owners within said subdivision to elect by majority vote a committee of six persons, all of whom must be property owners within said subdivision and they shall have the right to pass upon all questions arising within said subdivision property, but even they shall have no right to alter or change the terms and provisions of this instrument.

WITNESS the hands of said grantors, this 15th day of June A.D. 1959

Signed in the presence of  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Reed Nelson*  
*Bernadine Nelson*  
*Sidney G. Atkin*  
*Mignon Poole Atkin*  
*Marcellas E. Lewis*  
*Bliss Lewis*  
} SS.

STATE OF UTAH  
COUNTY OF TOOELE

On the 15th day of June A.D. 1959 personally appeared before me Reed Nelson and Bernadine Nelson, his wife, Sidney G. Atkin and Mignon Poole Atkin, his wife, and Marcellas E. Lewis and Bliss Lewis, his wife,

the signers of the within instrument who duly acknowledged to me that they executed the same.



*Willard A. Sagers*  
Notary Public  
Residing at *Tooele, Utah*

The officers who sign this instrument hereby certifies that he was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 15th day of June A.D. 1959

Attest:

\_\_\_\_\_  
Secretary.

(CORPORATE SEAL)

STATE OF UTAH,  
County of Salt Lake

Modern Home Builders, Inc. Company.

By Willis B. Serr  
Vice President.

} SS..

On the 15th day of June, A. D. 1959 personally appeared before me Willis B. Serr who being duly sworn did say, for himself, that he, the said Willis B. Serr is the vice president of Modern Home Builders, Inc. Company, 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 Willis B. Serr duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Signature]  
Notary Public

My commission expires March 13, 1960 My residence is Salt Lake City, Utah

No. 252763

Recorded at the Request of.....

Sidney Atkin

Date June 15-1959 Time 4:00 P.M.

Book 16 of Rec Page 1289 Fee 4.00

P. P. Nisonger  
Tooele County Recorder

Lucile Sutton, Deputy