

**PROTECTIVE COVENANTS**  
**LAKE VIEW HEIGHTS SUBDIVISION**  
**TRACK " A " SITUATED IN TOOELE**  
**COUNTY, STATE OF UTAH AS SHOWN**  
**BY THE OFFICIAL RECORDED PLAT**  
**FILED IN THE OFFICE OF THE**  
**COUNTY RECORDER OF TOOELE COUNTY.**

**TO WHOM IT MAY CONCERN:**

Chalet Builders Inc., an Utah corporation qualified to do business in Utah which corporation is the owner of the following described property:

All of "Lake View Heights Subdivision " as shown by the official Recorded Plat thereof, located in Tooele County State of Utah.

In consideration of the premises and as part of the general plan for the improvement of said property, does hereby declare the property herein described subject to the restriction and covenants herein recited:

1. Term. These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at Law, or in equity, against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions but shall remain in full force and effect.
4. Use of Land. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.
5. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part G.
6. Dwelling cost-quality and size. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Nine Hundred square feet for a one story dwelling.

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7. Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b). No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. No garage or other permitted accessory building shall be erected nearer than 6 feet behind the dwelling.

(c). For the purpose of this covenant, eaves steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

8. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 60 (sixty) feet at the minimum setback line of the building, nor shall any dwelling be erected or placed on any lot having an area of less than 6000 (six thousand) square feet, except that a dwelling may be erected or placed on lots as shown on the recorded plat.

9. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. Oil and Mining operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Livestock and poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. Garbage and Refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. Architectural Control Committee-membership. This committee is composed of

Mr. K.H.Vitt  
Mr. C.W. Taylor } 2501 South State St. Salt Lake City, Utah  
Mr. John Schippers

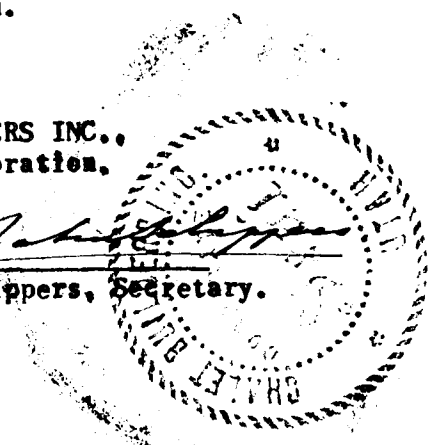
A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining committee shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

17. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Dated this 21st. day of September 1960.

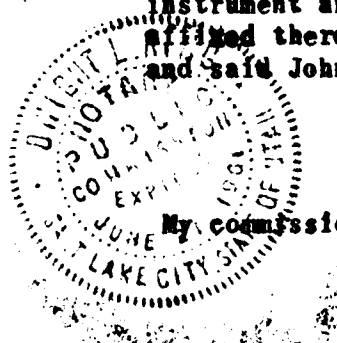
CHALET BUILDERS INC.,  
an Utah Corporation.

By: John Schippers  
John Schippers, Secretary.



STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On this 21st. day of September, 1960, personally appeared before me, John Schippers, being by me first duly sworn, on oath, did depose and say that he is the Secretary of the Chalet Builders Inc., an Utah corporation, maker of the within instrument and that said instrument was signed by him and the seal of said corporation affixed thereto by authority of a Resolution of its Board of Directors duly adopted and said John Schippers acknowledged to me that said corporation executed the same.



My commission expires

Clarence H. Terry  
Notary Public.

No. 250300

Recorded at the Request of \_\_\_\_\_

John Schippers

Date Sept 21-1960 Time 4:05 p.m.

Book 22 of Records Page 183 Fee \_\_\_\_\_

Rose P. Neisonger

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Tooele County Recorder

*2501 So State  
P.O. Box 15434  
S.L.C.*