

PROTECTIVE COVENANTS

LITTLE MOUNTAIN #1 SUBDIVISION

TOOELE CITY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the M-J Corporation, a corporation duly incorporated and licensed under the laws of the State of Utah and D. Wayne Mallet and Viola Mallet, the owners of all the real property in Little Mountain #1 Subdivision, more particularly described as follows:

Beginning at a point South 3979.7 feet and West 710.20 feet from the NE corner of the NW $\frac{1}{4}$ of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point also being West 692.00 feet and South 5.00 feet from the Southeast corner of Lot 100, Tooele Highlands Addition No. 1 Subdivision, and running thence South 180.36 feet; thence South 31° 31' 30" West 67.65 feet thence South 57° 00' West 561.81 feet; thence South 47° 30' West 264.25 feet; thence North 56° 57' 30" West 96.97 feet; thence South 57° 00' West 112.00 feet; thence South 51° 17' 20" West 50.25 feet; thence South 57° 00' West 130.02 feet; thence North 33° 00' West 100.00 feet; thence South 57° 00' West 176.00 feet; thence North 33° 00' West 215.70 feet; thence South 69° 30' West 57.23 feet; thence North 7° 3.03 feet; thence East 1192.00 feet; thence South 59.00 feet; thence 206.00 feet to the point of beginning.

do hereby declare the following protective covenants, their conditions and reservations as established, pertaining to all of the property in the said named subdivision.

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all 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 (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to the change said covenants in whole or in part.

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 covenants and either to restrain him or her, or them, from so doing, or to recover damages or other dues from such violation.

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.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage or carport for not more than two cars.

2. No fence or well shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

3. (a) No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

3. (b) No building shall be located nearer than six (6) feet to an interior lot line, except that no side yard shall be required