

PROTECTIVE COVENANTS

of

ISGREEN ADDITION

Tooele City, Tooele County,

State of Utah

KNOW ALL MEN BY THESE PRESENTS:

That Sidney G. Atkin and Mignon Poole Atkin, his wife, and W. Leo Isgreen and Flora J. Isgreen, his wife, all of Tooele City, Tooele County, Utah, being the owners of record of all of the lands within the ISGREEN ADDITION, a subdivision in Tooele City, Utah, do hereby make and file of record the following protective covenants to apply to all future owners of property and builders within said subdivision.

1-- The lands to which these covenants and restrictions shall apply is situate in Tooele City, Tooele County, State of Utah, and described as Lots 1 to 28, inclusive, Isgreen Addition, a subdivision in Tooele City, Utah, as shown by the Plat thereof on file in the office of the County Recorder of Tooele County, Utah.

2-- That the property and lots herein conveyed to lands within said subdivision shall and may be used only for the construction of one family private dwelling homes, with private garage for not more than two cars to be constructed on the property. No other buildings, signs or billboards, other than for temporary purposes shall be erected on said property.

3-- No residence building shall be located on any lot in the subdivision nearer than 30 feet from the front line of the property. The minimum side yard for any dwelling shall be six feet with a total width of the two side yards of not less than 16 feet. The side yards may be reduced to a minimum of 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 12 feet. Provided further that any building placed on any lot within this subdivision will be placed in accordance with the Ordinances of the City of Tooele and of the U. S. Government, where such regulations would be in effect.

4--. No residential structure will be constructed on any lot in this subdivision costing less than \$13,500.00 based on the prevailing costs at the time of construction. No residential structure shall be less than 1000 square feet, exclusive of any porches and garages and basements. No building shall be more than one and one-half stories high. Walls, fences or hedges are not to extend beyond dwelling set back to any street unless approved by the committee.

5--. No temporary building placed upon the lands in this subdivision will be used for any residential purpose and shall be taken down and removed upon the completion of the authorized building so placed on the respective lots.

6--. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done, or suffer to be done, anything that would be a public nuisance.

7--. No building of any kind, except a temporary work shop, shall be moved into this subdivision and all construction of homes and buildings in this subdivision will be done with new materials and of a standard to meet the City and State regulations. No more than one residence will be placed on any one lot.

8--. The covenants herein set forth shall run with the lands herein and shall enure to the benefit of each and every owner of property within this subdivision and all persons claiming under any such owner for a term of 30 years from the date hereof, and at the end of such term the covenants herein will automatically be extended for successive terms of 10 years, unless by a majority vote of all property owners within said subdivision shall be their vote determine to change these covenants, or any part thereof.

9--. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easement areas no structure or planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities. The easement area in each such lot will be maintained by each respective lot owner, except for those improvements placed thereon by the respective utility companies, or public authority, in which instance they will be maintained by such company or authority.

10--. No livestock, animals, poultry or other animals shall be raised, bred or kept on any lot in this subdivision, except that dogs or cats or other household pets may be kept, provided that they are not kept or bred or maintained for any commercial purpose.

11--. Right to enforce all terms and provisions herein set forth will be in each property owner in this subdivision, either in law or in equity, and against any person in violation or attempting to violate any covenant within this instrument and to restrain violation, recover damages or otherwise enforce the covenants herein set forth.

12--. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

13--. In the event of any controversial questions of matters concerning the use of the lands within this subdivision not herein determined, it shall be authorized for the property owners within the subdivision to elect by majority vote a committee of six persons, all of which must be property owners within the subdivision, and they shall have the right to pass upon all questions arising within the subdivision property, but even they shall not have any right to alter or change the terms and provisions herein set forth.

WITNESS, the hands of the said Grantors this 7th day
of February, 1962.

Sidney G. Atkin
Mignon Poole Atkin
W. Leo Isgreen
Flora J. Isgreen
 Grantors

State of Utah
ss:
County of Tooele

On the 7th day of February, 1962, personally appeared
before me Sidney G. Atkin, and Mignon Poole Atkin, his wife, and
W. Leo Isgreen and Flora J. Isgreen, his wife, signers of the
within instrument and who each duly acknowledged to me that they
each executed the same.

Byron D. Nelson
Notary Public
Tooele, Utah

My commission expires

July 13 - 1965

No. 260528

RECORDED AT THE REQUEST OF
TOOELE TITLE COMPANY
DATE FEB 7 1962 TIME 3:00 P.M.
BOOK 30 OR 144 PAGE 144-145 FEE \$5.00
By Rose P. Hisong
Tooele County Recorder