

PROTECTIVE COVENANTS

of

SOUTHLAND TERRACE

Tooele City, Tooele County, Utah

KNOW ALL MEN BY THESE PRESENTS:

That Sidney G. Atkin and Mignon Foole Atkin, his wife, and C. A. Chidester and Jessie R. Chidester, his wife, being the owners of the lands within the SOUTHLAND TERRACE, a subdivision in Tooele City, Tooele County, Utah, do hereby make and file 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 are situate in SOUTHLAND TERRACE, a subdivision in Tooele City, Tooele County, Utah, as shown by the plat thereof on file in the office of the County Recorder of Tooele County, Utah.

2-. The property and the lots herein conveyed to lands within this said subdivision may be used only for the construction of one family private dwellings of not less than 800 square feet, excluding the garage, and for a cost of not less than \$11,500.00 according to present day prices and values, with a garage for not more than two cars; provided and excepting however, that two family dwelling units may be constructed on the following lots in said subdivision; Lots 20, 21, 22, 23, 24 and 25 of Plat "A" and Lots 1, 2, 3 and 4 and 18 and 19 of Plat "B" of said subdivision. No other buildings, signs or billboards, other than for temporary purposes shall be constructed on said property.

3-. No residence building shall be located on any lot in this subdivision nearer than 30 feet from the front lot line. The minimum side yard for any dwelling shall be six feet with a total width of the two side yards of 16 feet. The side yards may be reduced to a minimum of four feet on the garage side where two garages are constructed adjacent to each other on adjoining lots

shall be placed or permitted to remain in these areas which may damage or interfere with the installation or maintenance of said utilities. The easement areas in each lot will be maintained by the respective lot owners, except for the improvements placed thereon by the utility companies, or public authority, in which instance they will be maintained by the 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 of the terms and provisions herein set forth will be in each property owner of land within 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 judgment for damages or otherwise enforce the covenants herein set forth.

12-. Invalidation of any one of these covenants herein set forth by judgment or court order shall in no way effect the remaining covenants and provisions herein contained and all of such remaining covenants will 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 this subdivision to elect by a majority vote a committee of six persons, all of whom must be a property owner within this subdivision, and such six persons shall have the right to pass upon all disputed questions arising within the subdivision project, but even they shall not have any right to alter or change the regulations herein set forth, but only interpret them.

14-. In instances where lots in this subdivision are sold to private persons, or otherwise, for the construction of the homes authorized by these covenants and restrictions, in all such cases any and all homes to built on any and all such lots will

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 shall be placed thereon in accordance with the ordinances of the City of Tooele and the regulations of the U. S. Government, where such are in effect.

4-. No residential structure will be constructed on any lot in this subdivision which is more than one and one-half stories in height and walls, fences or hedges are not to extend beyond the dwelling set back to any street unless approved by the committee hereinafter named.

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

6-. No noxious or offensive trade or activity shall be carried out on in or upon any lot in this subdivision no shall anything be done, or anyone suffer anything to be done 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 all authorized buildings within 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, except as herein provided to the contrary.

8-. The covenants herein set forth shall run with the land and shall enure to the benefit of each and every owner of lands within the subdivision for a term of 30 years from the date hereof, and at the end of such term such covenants will automatically be extended for additional terms of 10 years, unless by a majority vote of all of the property owners within the subdivision shall determine to the contrary or to change or revise these covenants.

9-. Easements for installation and maintenance of all of the utilities are reserved as shown on the recorded plat. within these easement areas no structure or planting or other material

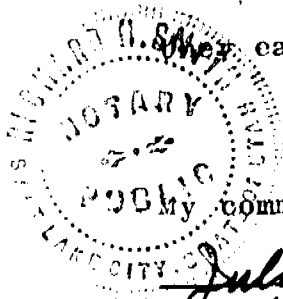
have to have the plans of such homes approved by a committee consisting of Sidney G. Atkin, C. A. Chidester and Mignon P. Atkin, and any construction on any home in such subdivision without this consent first had and obtained will be considered in violation of these covenants and appropriate action may be instituted against any such builder by any person owning land within the subdivision.

WITNESS the hands of the said Grantors this 16th day of July, 1962.

Sidney G. Atkin
Mignon Poole Atkin
Jesse R. Chidester
Grantors

State of Utah
County of Tooele ss:

On the 16th day of July, 1962, personally appeared before me Sidney G. Atkin, Mignon Poole Atkin, his wife, C. A. Chidester and Jesse R. Chidester, his wife, signers of the within instrument and who did each duly acknowledge to me that each executed the same.



My commission expires July 3, 1965.

Richard H. Smith
Notary Public
Tooele, Utah
Residing Salt Lake City, Utah

No. 262449
RECORDED AT THE REQUEST OF.....
TOOELE TITLE COMPANY
DATE JUL 25 1962 TIME 1:20 P.M.
BOOK 34 OFFERED PAGE 331-334 520
Ross P. Morrison
Tooele County Recorder