

PROTECTIVE COVENANTS

No. 269818  
RECORDED AT THE REQUEST OF \_\_\_\_\_  
TOOELE TITLE COMPANY  
DATE FEB 11 1964 TIME 12:30 PM  
BOOK 49 PAGE 218 FEE 5.00  
*John N. Johnson*  
Tooele County Recorder

The Protective Covenants covering VALLEY TERRACE SUBDIVISION of Tooele City, Tooele County, State of Utah, executed by MYRTLE ALLSOP/ dba ALLSOP CONSTRUCTION COMPANY, dated the 6th day of February, 1964, recorded on the 6th day of February, 1964, in Book 49 of Records at Page 123-124 in the office of the Recorder of Tooele County, State of Utah, are as follows:

A. LAND USE AND BUILDING TYPE. 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 for not more than two cars.

B. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and final ground elevations have been approved by a Committee composed of Myrtle Allsop, William L. Allsop, and Mrs. Donna Chriss and an owner within the above tract approved by a majority of owners in the said tract or by a representative designated by a majority of the owners in the said subdivision. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the design or location or to designate a representative with like authority. In the event said Committee, or its representative fail to approve or disapprove such design and location within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of such building or making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the member of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such Committee and its designated representatives shall cease on and after the 1st day of January, 1994. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of record of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, which shall thereafter exercise the same powers previously exercised by said Committee.

C. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,500.00, including the lot, 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 850 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story. All materials are to be new material only.

D. BUILDING LOCATION.

(a) 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 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located on any residential building plots nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front line shall be located nearer than 10 and 6 feet to any side plot lines.

(c) No dwelling shall be erected or placed on any lot having a width of less than 64 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

(d) All specifications for any dwelling to be erected must conform

with the minimum standards as specified by the legal building code. It is herein understood that all buildings constructed in this plot shall be erected on site and no dwelling unit shall be moved in and placed on any lot.

**E. NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes drying, garbage or other storage is permitted in carport, unless in enclosure adequately built for the purpose.

**F. 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.

**G. 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 area 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.

**H. SHADE TREES.** All shade trees to be planted on the front ten feet adjacent to any street line must conform to the tree planting regulations of Tooele City.

**I. FENCES.** All fences to be erected on the plot must conform to the setback regulations adjacent to any street.

**J. TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

**K. 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 violation or to recover damages.

L. SEVERABILITY. 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

ALLSOP CONSTRUCTION COMPANY

By *Myrtle Allsop*  
MYRTLE ALLSOP

STATE OF UTAH     )  
                          )ss.  
COUNTY OF TOOELE )

On the 6th day of February, 1964, personally appeared before me MYRTLE ALLSOP, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

*John R. Lee*  
NOTARY PUBLIC  
Residing at Tooele, Utah

My commission expires:

January 24, 1968