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DATE SEP 27 1971 TIME 11:40 A.M.  
BOOK 126 PAGE 189 FEE 4.50  
J. D. Lay 191  
Tooele County Recorder

RECORDED AT THE OFFICE OF THE COUNTY CLERK  
DATE 9-26-71 TIME 10:15 A.M.  
BOOK 126 PAGE 189 FEE 4.50  
J. D. Lay 191  
Tooele County Recorder

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR PLAT OF PEZEL SUBDIVISION  
TOOELE COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS,

THAT DORAN HUNT CO., does hereby certify and declare that all of the lands of Pezel Subdivision shall be subject to the restrictions covenants and conditions hereinafter expressed and that by the acceptance of any conveyance the Grantee or Grantees therein, their and each of their heirs, executors, administrators, successors or assigns, as to any and all such property, will and do agree thereto.

1. Each and every lot shall be known as a "residential lot" and no structure or structures shall be erected, altered, placed or permitted to remain on any such residential lot other than a private garage for not more than three automobiles.

2. Each such dwelling house shall contain a minimum ground floor living area of not less than eight hundred (800) square feet, exclusive of porches or garages. Each such dwelling house shall be constructed at a cost of not less than Eighteen Thousand Dollars (\$18,000.00 or \$20,000 including lot, based upon current prices.)

3. No structure shall be erected, placed or altered on any such building lot until the building plans, specifications and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and as to conformity with all of the covenants, conditions and restrictions contained herein by a committee which shall consist of Doran Hunt, Emil Pezel, John Pezel.

In event of the death of any member or members of said committee, the remaining member or members shall have the power and authority to appoint a successor. The committee shall, within thirty (30) days or as soon thereafter as is practicable, approve or disapprove any plans and specifications submitted to it in writing. In the event the committee does not act, such plans and specifications may be submitted to the Tooele City Council for approval or disapproval. Any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

4. The members of the committee shall serve without compensation, and the committee or any member thereof shall not be liable for its or his actions or decisions on any matter done pursuant to the provisions hereof.

5. No structure shall be erected within this addition which does not conform with the general standards of the subdivision. Basement dwellings, garage dwellings, trailer houses, tents, outhouses, outbuildings, or shacks, are prohibited. No structure of a temporary nature shall be used as a dwelling, either temporarily or permanently.

6. No structure shall be erected nearer than thirty (30) feet to the front residential lot line; however, customary architectural appendages such as cornices, bay windows, steps, eaves, chimneys, planter boxes, covered or uncovered porches, excluding enclosed porches, may extend an additional five (5) feet nearer the front lot line. No dwelling house shall be located nearer than six (6) feet to the side line of a residential lot on one side and ten (10) feet on the other side; No house or garage or other structure may be erected or constructed nearer than ten (10) feet to an existing building or structure already erected or in the process of construction on any adjoining lot. No building or structure shall be erected nearer than five (5) feet to the rear property lot line. No permanent structure shall be erected on rear 10' of lots 18 through 26 unless ample drainage opening is provided. No residential structure shall be erected on any lot which has an area of less than six thousand (6,000) square feet.

7. No noxious or offensive trade or activity or illegal practice of any kind shall be carried on upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants of the adjoining or remaining residential lots in this Addition. No livestock, fowl or other animal or animals shall be kept for domestic or commercial use; provide, however, that household pets such as cats or dogs may be allowed if they are not vicious, obnoxious or kept in excessive numbers.

8. No signs, billboards or advertising structure of any kind shall be erected or displayed on any residential lot or lots other than a single sign no more than two by two and one-half (2 x 2 1/2) feet in size advertising a specific lot or house for sale or rent, and said sign shall be placed only on the house or lot being so advertised; provided, however, that advertising signs by builders and materialmen will be allowed during periods of construction.

9. No trash, refuse, ashes or other rubbish may be dumped or thrown anywhere on this Addition.

10. Easements of five (5) feet are reserved on the back of each lot for utility installation and maintenance and for the use of drains or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of The Addition.

11. The committee shall have the power by unanimous vote in individual cases to waive compliance with any of the covenants, conditions or restrictions contained herein in order to prevent undue hardship; provided, however, that if any waiver is given it shall be reduced to writing and signed by all members of the committee.

12. All covenants, conditions and restrictions set forth herein shall run with the title to the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

13. The covenants, conditions and restrictions contained herein shall be in effect for a period of twenty-five (25) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that at the end of such twenty-five (25) year period or any such ten (10) year period the then owners of said residential lots may, by majority vote, amend, modify or nullify said covenants, conditions or restrictions in whole or in part.

14. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the committee or by a majority of the owners of said residential lots, and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

15. The covenants, conditions and restrictions contained herein may be amended by the committee at any time upon signed petition by the owners of a majority of the residential lots in the addition. Any such amendments made by the committee pursuant to such petition shall be effective only upon written approval by the owners of a majority of said residential lots. In computing a majority, each residential lot shall carry one (1) vote.

16. The covenants, conditions and restrictions contained herein are accepted by the incorporated city of Tooele, Tooele County, Utah and the property herein described is and shall be subject to all laws and ordinances of said city.

17. In the event any clause, sentence, paragraph or provision of the declaration shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder but such judgment shall be confined in its operation to the clause, sentence, paragraph or provision thereof specifically held to be invalid.

Dated this 20th day of September, 1971.

Doran Hunt Co.

*Doran Hunt Joan Hunt*  
*Emil Pezel Virginia Pezel*  
*John Pezel Angelene Pezel*

State of Utah     )  
                          )ss.  
County of Tooele )

On the 27th day of September, A.D. 1971 personally appeared before me Doran Hunt and Joan Hunt, his wife, Emil Pezel and Virginia Pezel, his wife, John Pezel and Angelene Pezel, his wife the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Residing at: Tooele, Utah

*Richard M. Smith*  
Richard M. Smith, Notary Public

Commission expires July 13, 1973.