

PROTECTIVE COVENANTS

LITTLE MOUNTAIN #3 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 #3 Subdivision, more particularly described as follows:

Beginning at the Northeast Corner of Lot No. 1 of Little Mountain No. 1 Subdivision, said point of Beginning being West 710.20 feet and South 3979.70 feet from the Northeast corner of the Northwest quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, 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 281.93 feet to a point of a 440.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 7.68 feet; thence South 32°00' East 210.91 feet; thence West 4.93 feet; thence South 111.45 feet to the Southeast corner of Lot 50 of Little Mountain No. 2 Subdivision; thence North 89°07' East 5.00 feet to a point of a 830.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 208.36 feet; thence South 76°30' East 277.34 feet to a point of a 960.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 241.00 feet; thence North 89°07' East 1243.09 feet to a point on the quarter Section line, said point being North 0°24'50" West 40.00 feet from the South quarter corner of said Section 27; thence North 0°24'50" West 247.63 feet along said quarter Section line; thence South 47°00' West 10.66 feet; thence North 43°00' West 135.72 feet; thence North 50°50' East 127.83 feet to a point on said quarter Section line; thence North 0°24'50" West 113.64 feet along said quarter Section line; thence North 67°00' West 64.45 feet to a point of a 15.0 foot radius curve to the right; thence Northwesterly along the arc of said curve 24.25 feet; thence North 27°56' East 66.11 feet to a point of a 500.32 foot radius curve to the left; thence Northeasterly along the arc of said curve 52.48 feet; thence North 68°04'34"

West 50.00 feet to a point on a curve to the left the center of which is North  $68^{\circ}04'34''$  West 450.32 feet; thence Northeasterly along the arc of said curve 90.22 feet; thence North  $82^{\circ}44'14''$  West 36.063 feet to a point of a 354.166 foot radius curve to the right; thence Northwesterly along the arc of said curve 96.80 feet; thence North  $67^{\circ}04'34''$  West 201.352 feet to a point of a 215.296 foot radius curve to the right; thence Northwesterly along the arc of said curve 131.52 feet; thence North  $32^{\circ}04'34''$  West 66.00 feet; thence North  $57^{\circ}55'26''$  East 50.00 feet; thence South  $32^{\circ}04'34''$  East 31.86 feet; thence North  $0^{\circ}24'50''$  West 253.08 feet; thence West 318.33 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 notto exceed one and one-half stories in height and a private garage or carport for not more than two cars.

2. No fence or wall 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 for a garage or other permitted accessory building located ten (10) feet or more from the rear line of dwelling. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

3. (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided however, that this shall not be construed to permit any portion of a building, or encroaching upon another lot, according to the Tooele City zoning ordinances.

4. No dwelling shall be erected or placed on any site having a width of less than sixty (60) feet, nor shall any dwelling be erected or placed on any lot having an area of less than six-thousand and five hundred (6,500) square feet.

5. 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.

6. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred fifty (850) square feet for a one story dwelling.

7. Public Utility easements over, under and across the lots as designated on the face of the recorded plat shall not be used for any purpose inconsistent with their use as public utilities easements. Said easements shall become effective if, and when, said utilities are constructed and installed.

8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

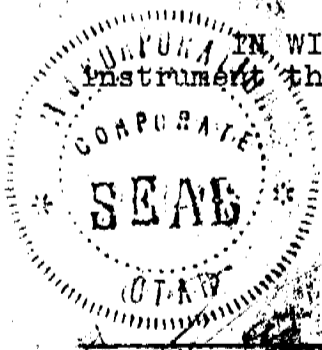
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in No. 12.

13. The Architectural Control Committee is composed of M-J Corporation, D. Wayne Mallet, President, 224 South 4th Street; Dale Wm. James, 204 West 1st North Street; Viola Mallet, 224 South 4th Street, Tooele, Utah. A Majority of the Committee may designate a representative to set for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly-recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and their duties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 13th day of August A. D. 1962.



D. Wayne Mallet  
D. Wayne Mallet

Viola Mallet  
Viola Mallet

M-J CORPORATION, a corporation

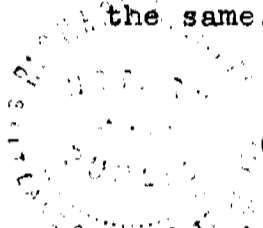
D. Wayne Mallet  
D. Wayne Mallet, President

Dale Wm. James  
Dale Wm. James, Vice President

Viola Mallet  
Viola Mallet, Secretary

STATE OF UTAH )  
COUNTY OF TOOELE ) ss.

On this 13th day of August A. D. 1962, personally appeared before me D. Wayne Mallet, President; ~~\_\_\_\_\_~~; Viola Mallet, Secretary, who being duly sworn did say that they are the President, Vice President and Secretary of the M-J Corporation, a corporation, and that said instrument was signed in behalf of said M-J Corporation, A Corporation by a resolution of its Board of Directors and said D. Wayne Mallet; ~~\_\_\_\_\_~~ and Viola Mallet acknowledged to me that the said Corporation executed the same.



Richard H. Smith  
NOTARY PUBLIC

(SEAL)

Residing at Salt Lake City, Utah

My Commission expires:

July 13, 1965

STATE OF UTAH )  
COUNTY OF TOOELE ) ss.

On this 13th day of August A. D. 1962, personally appeared before me D. Wayne Mallet and Viola Mallet, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Richard H. Smith  
NOTARY PUBLIC

(SEAL)

My Commission expires:

July 13, 1965

Residing at Salt Lake City, Utah

No. 282809  
RECORDED AT THE REQUEST OF  
TOOELE TITLE COMPANY  
DATE AUG 20 1962 TIME 11:15 A.M.  
BOOK 35 PAGE 281-285 SEE 6.50  
Rose P. Mawry  
Tooele County Recorder