

No. 245833  
 RECORDED AT THE REQUEST OF  
 Myrtle Allsop  
 DATE Nov. 14 - 1956 TIME 2:45 P.M.  
 BOOK 5 OF RECORDS PAGE 395-6 FEE 3.70  
 Ross P. Neongus  
 Tooele County Assessor

PROTECTIVE COVENANTS  
 PIONEER SUBDIVISION ADDITION #4  
 Tooele City, Tooele Co.  
 Utah.

PIONEER SUBDIVISION ADDITION #4, a Subdivision of the following described property located within the City of Tooele, County of Tooele, State of Utah, as follows:

Beginning at a point on the North line of Section 33 at the West line of Second West Street 630.30 ft. West from the Northeast Corner of the Northwest  $\frac{1}{4}$  of Section. 33 T. 3 South, Range 4 West., S.L. B. & M. and extending thence West along the North Line of said Section 33, 1319.80 ft.; thence South  $1^{\circ}30'$  West 250 feet.; Thence East 355 ft.; thence South  $60^{\circ}$  East 480 ft.; thence South  $15^{\circ}$  East 235 ft.; thence South  $87^{\circ}15'$  East 120 ft.; thence South  $5^{\circ}25'$  West 191.55 ft.; thence South  $5^{\circ}20'$  West 359.70 ft.; thence East 518.80 ft.; thence North  $37^{\circ}10'$  East 200 ft.; thence North  $48^{\circ}30'$  West 158 ft.; thence North  $35^{\circ}15'$  West 137 ft.; thence North  $2^{\circ}$  West 99.00 ft.; thence N  $88^{\circ}30'$  West 33.00 ft. thence North  $1^{\circ}30'$  East 795.96 to the point of beginning.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single family dwelling not to exceed one and a half stories in height, or a Duplex dwelling, not to exceed one and one half stories in height, and a private garage for not more than two cars.

B. 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 finish ground elevations have been approved by a Committee composed of John L. Allsop; J Vaughn Caldwell, Jess P. Allen, and George Allen, Sr., 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 owners in the said subdivision. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such 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 June 1, 1976. Thereafter the approval described in this covenant shall 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. No Building shall be located on any residential building plot 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 feet to any side plot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, or a width of less than 60 feet at the front line of building setback line.

All specifications for any dwelling to be erected must conform with the minimum standards as specified by the local building code, or by the Federal Housing regulations. The ground floor arear of the main building, exclusive of one story open porches and garages shall be not less than 1000 square feet for a one story dwelling. and all material used in construction must be new materials. 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. 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.

F. No Trailor, basement, tent, shack, garage, barn or other building erected in the tract, other than the dwelling proper, shall be at any time used as a residence, temporary or permanently, nor shall at any time any structure of a temporary character be used as a residence.

G. An easement is reserved over the rear 5 feet of each lot for a utility installation and maintainance area.

H. 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. All fences to be erected on the plot must conform to the set back regulations adjacent to any street.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1976, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

K. 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. Invalidation of any one of these covenants by Judgement or court order in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 14 day of Nov. 1956, at Tooele City, Tooele County, State of Utah.

John L. Alltop, Myrtle Allsop  
J. Laughlin Caldwell  
Emma L. Caldwell  
James P. Allen, Viola M. Allen.  
George Allen, Grace Allen

Sworn to before me this 14 day of Nov. 1956, at Tooele City, Utah.

Thomas J. Phillips  
Notary Public.

My Commission expires Oct. 19, 1960

