

No. 255534

REVISED PROTECTIVE COVENANTS
OF
MOUNTAIN VIEW SUBDIVISION
Tooele County, Utah

Recorded at the Request of

Dr. J. L. Mayo

Date June 24-1960 Time 2:30 P.M.

Book 22 of Recd Page 487-8 Fee 3.60

Rosal P. Mearns

Emile Sutton Tooele County Recorder

Know all men by these presents:

That on October 14, 1958, I, J. L. Mayo, and I Frances L. Mayo, his wife, executed a document of Protective Covenants for MOUNTAIN VIEW SUBDIVISION, a subdivision located in the city of Tooele, Tooele County, state of Utah, and recorded the same on November 12, 1958 in Book 13 of Official Records on Pages 565 and 566, as Entry No. 251317, and that we have subsequently sold a part of our interest in the said MOUNTAIN VIEW SUBDIVISION to R. A. Harrison, a single man, and Leo Van Zyverden and ~~Van Zyverden~~ Van Zyverden, his wife, and be it known further that the said enumerated parties herein are the sole owners of the said MOUNTAIN VIEW SUBDIVISION, and that we therefore desire and do hereby amend those aforesaid Protective Covenants as follows:

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 plot, other than a one or two family dwelling not to exceed one, one and one-half, or two stories in height and private garages; Provided that the said two family dwellings may be erected to face only on Stansbury Avenue.

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 finished ground elevations have been approved by a majority of a committee composed of J. L. Mayo, R. A. Harrison, Leo Van Zyverden and an owner within the above tract approved by a majority of the then owners of said tract, or by a representative designated by a majority of the then owners of said committee. 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 representatives, fail to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it 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 fully been complied with. Neither the members 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 20, 1990. 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 record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who 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 lot line shall be located nearer than 6 feet to any side lot line.

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