

81

**PROTECTIVE COVENANTS
BEL-AIR ESTATES, TOOELE, UTAH**

BEL-AIR ESTATES, A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH, AS FOLLOWS:

Beginning at the Southwest corner of the Pioneer Subdivision Addition No. 3, said point also being described as the East 21 rods and 15 chains (1336.5 feet) from the Southwest corner of Block 1, Plat "B" Tooele City, Tooele County Utah, and running thence West 978.70 feet, thence South 1000' W 249.00 feet, thence East 115.0 feet, thence South 1000' West 11.0 feet, thence East 861.03 feet, thence N 1030' E 260.06 feet to the point of beginning.

- 7-6311
- A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot, other than a four-plex, Du-plex, or single unit family dwelling, not to exceed two 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 lot 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 Myrtle Allsop and James Bevan 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 representative 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 April 1, 1982. 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 the 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 lot unless it conforms with the setback and side line regulations of Tooele City. No building, except a detached garage, located 60 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 7000 square feet, or a width of less than 70 feet at the front line of building setback line.

All specifications for any building to be erected must conform with the minimum standard as specified by the local building code, or the Federal Housing Regulations. The ground floor area of the main building, exclusive of one story open porches and garages shall not be less than 1000 square feet for a one story dwelling.

PROTECTIVE COVENANTS

BEL-AIR ESTATES, TOOELE, UTAH

-2-

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

F. No trailer, basement, tent, shack, garage, barn, or any 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.

H. All shade trees to be planted on the front 10 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 of the house, 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 1982, 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 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 damage.

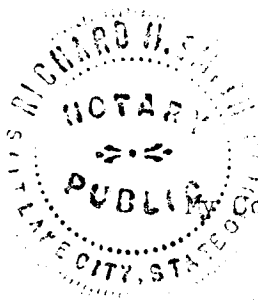
L. Invalidation of any one of these Covenants by judgement or Court Order in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 17 day of May, 1962, at Tooele City, Tooele County, State of Utah.

Janna Bevan
Lucille M. Bevan *Myrtle Alsop*

SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of May, 1962, at Tooele City, Tooele County, State of Utah.

Richard A. Smith
NOTARY PUBLIC, residing at
Tooele, Utah
Salt Lake City Utah



Commission expires:
July 13, 1965

No. 261629
RECORDED AT THE REQUEST OF
TOOELE TITLE COMPANY
DATE MAY 21 1962 TIME 10:56 AM
BOOK 32 OF Books PAGE 471-72 FEE 3.30
Base P. 7 is original
Lucille Sutton Tooele County Recorder