

No. 292422

RECORDED AT THE REQUEST OF  
**TOOELE TITLE COMPANY**

DATE DEC 29 1970 TIME 2:15

BOOK 14 OF RECORDS PAGE 57 FL. 1

**EAST HIGHLANDS SUBDIVISION # 3**  
**TOOELE CITY, UTAH**

*W. J. Jones*  
Tooele County Recorder

**KNOW ALL MEN BY THESE PRESENTS:**

A. That Beneficial Homes Inc., does declare the following protective covenants, their conditions and reservations as established, pertaining to all the property in the named subdivision and more completely described as follows:

B. Beginning at a point which is South 2317.7' from the Northwest corner of the Northeast  $\frac{1}{4}$  of section 27, Township 3 South, Range 4 West, Salt Lake Base & Meridian and North 81° 23' East 1160'; Thence South 0° 49' East 450'; Thence South 45° 49' East 124.5'; Thence North 34° 11' East 124.5'; Thence North 34° 11' East 105'; Thence North 0° 49' West 482'; Thence South 81° 23' West 275' to a point of beginning.

**Being Lots 13 to 26 inclusive of said East Highlands Subdivision of Tooele City.**

C-1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, or carport.

C-2. **ARCHITECTURAL CONTROL.** 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 materials, 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 setback line unless similarly approved. Approval shall be as provided in part D.

C-3. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$13,200 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the said structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet.

C-4. **BUILDING LOCATION.**

(a). No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 12 feet to any side street line.

(b). No building shall be located nearer than 3 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

(c). For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat and over the front and rear five feet of each lot. Within these easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

C-8. TEMPORARY STRUCTURES. 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.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property of sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATION. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house-hold pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and are kept under the owner's control.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, 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. Each lot and its abutting street are to be kept free of trees, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

C-13. LANDSCAPING. Trees, lawns, shrubs, or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

C-14. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within 25 feet of such intersections unless the foliage line is maintained at such distance as to prevent obstruction of such sight lines.

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Ronald Gibb 16 E. Vine Street, Jack Searle 47 W. 1st No., Lawrence Gibb 1843 Jeri Drive, Bountiful. A majority of the committee may designate a representative to act 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 duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if an injunction to enjoin the construction has been obtained by the complainant, approval will not be required and the covenants shall be deemed to have been fully complied with.

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming title thereto for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violation or to recover damages.

E-3. SEVERABILITY. 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.

In Witness Whereof, the Parties hereto have executed this instrument this 28th day of December, 1970.

BENEFICIAL HOMES INC.

BY Ronald Gibb  
Ronald Gibb President

STATE OF UTAH:

: ss

County of Tooele:

On the 28th day of December 1970 personally appeared before me Ronald Gibb, who being duly sworn did say that he is the president of Beneficial Homes Inc., a corporation, and that said instrument was signed in behalf of said Beneficial Homes Inc., a corporation by a resolution of its Board of Directors and said Ronald Gibb acknowledged to me that he executed the same in behalf of said Corporation.

Richard A. Smith  
Notary Public  
Residing Tooele, Utah  
Commission expires 7-13-73