

Recorded at Request of Edward M. Ashton & Co. JUL 7 - 1960

at 1200 M. Fee paid, \$ 340 Hazel Taggart Chase, Recorder Salt Lake County, Utah

By R. G. Schmitt, Dep. Book 779 Page 628 Ref. Sub 2-274-1
MONUMENT PARK PLAT "A" Miss Gandy #3
A Subdivision of Salt Lake County, Utah Keams Bldg.

1206943

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property in Salt Lake County, State of Utah:

all of Lots 1 to 12, both inclusive, MONUMENT PARK PLAT "A", as per the recorded plat thereof on file in the office of the County Recorder of Salt Lake County, Utah,

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

I

Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles.

II

Every detached single-family dwelling erected on any one of the above described lots shall have a ground floor area as follows: If a one-story structure, 1300 square feet or more; if a one and a half or two-story structure, 1000 square feet or more.

The ground floor area as herein in Paragraph II referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

III

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Wilford B. Gardner, Myrtle B. Shurtliff and David B. Ashton, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails 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 the making of such alterations has 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 members 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 representative, shall cease on and after January 1st, 1960. Thereafter, the approval described in this covenant shall not 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.

IV

No building shall be located nearer to either side line of a residential lot than eight (8) feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 80 feet at the front building setback line.

V

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

VI

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

VIII

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

IX

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

X

Easements are reserved as shown in the recorded plat, for utility installation and maintenance, and for excavation, construction and maintenance of an open drainage ditch.

XI

All covenants and restrictions hereinstated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XII

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representative or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided in Paragraph X hereof.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein has caused these presents to be executed this 6th day of July, A.D. 1950.

D. Ray Shurtliff
Maryle B. Shurtliff

STATE OF UTAH : |
 : | ss
County of Salt Lake : |

On the 6th day of July, A. D. 1950, personally appeared before me, D. RAY SHURTLIFF and MARYLE B. SHURTLIFF, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed same.

Betty Stross
Residence is: Salt Lake City, Utah



Commission expires: July 29, 1951