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BOOK 2119 PAGE 169

Recorded NOV 5 1963 at 10:39 AM
Request FILE INSURANCE AGENCY OF UTAH INC.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.50 By *[Signature]* Deputy

DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Monument Park Investment Company, the owner of the following described property located in Salt Lake City, Salt Lake County, State of Utah, to wit:

All of Monument Park Plat "D", excepting Lot 7, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah.

All of Lots 4 and 5, of Monument Park Plat "C", according to the official plat thereof.

Commencing on the South side of Sunnyside Avenue, said point being 134.10 feet North of the Northeast corner of Lot 19 of Monument Park Plat "D", and running thence West along the South line of said Sunnyside Avenue 135 feet; thence South 95 feet; thence South 41° 41' East 52.4 feet; thence North 89° 59' 50" East along the North line of said Lot 19, Monument Park Plat "D", 100.15 feet to a point due South of beginning; thence North 134.10 feet to the place of beginning. Being located in the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 1 South, Range 1 East, Salt Lake Meridian.

Commencing on the South line of Sunnyside Avenue at a point 125 feet North of the Northeast corner of Lot 6, Monument Park Plat "D", said point being also 750 feet west, more or less, from the Northeast corner of Lot 2, Section 10, Township 1 South, Range 1 East, Salt Lake Meridian, running thence West 150 feet; thence South 125 feet to the North line of Lots 5 and 6, of said Monument Park Plat "D"; thence East 150 feet; thence North 125 feet to the place of beginning.

in order to restrict the use of all of said property and thereby enhance the value thereof, hereby declares that said property shall be and is restricted in the following respects, and shall be conveyed subject to the Reservations, Restrictions and Covenants hereinafter set forth:

1. Each and every lot and tract 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.

2. 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 1400 square feet or more; if a two story structure 1000 square feet, or more; and if a two level structure (which cannot be construed as a two story structure) 1200 square feet, or more. The ground floor area as herein 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.

3. No building shall be erected, placed, or altered on any building plot in this restricted area 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 area, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of David C. Stevens, Barbara S. Gardner, and Lester D. Haymore, or by a representative designated by a majority of the members of said committee. In the

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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 and location, or to designate a representative with like authority. In the event the said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days, after said plans and specification 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 shall 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, 1975. 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 area and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers as previously exercised by said committee.

4. No building shall be located nearer to either side line of a residential lot than 8 feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 70 feet at the front building set back line. This latter provision, however, shall not apply to Lot 4, 5, 20 and 21 of Monument Park Plat "D".

5. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless approved by the committee as set forth in paragraph 3 hereof.

6. No lot may be redivided or sold in pieces other than as shall on the official plats above referred to, for the purpose of constructing additional dwellings thereon.

7. No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision, and no noxious or offensive activity shall be carried on upon any residential lot hereinabove 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.

8. 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.

9. 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.

10. 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 by 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

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

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12. Easements are reserved as shown on the recorded plats for utility installation and maintenance.

13. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters or other noisy poultry be kept for any purpose on any lot.

14. All covenants and restrictions herein stated 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 hereinafter described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten 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.

15. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives, or assigns shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons claiming or 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 covenants and/or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

16. The 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 25 years from the date hereof subject to automatic extension as provided above.

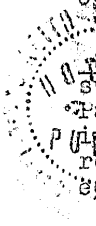
IN WITNESS WHEREOF the officers of Monument Park Investment Company have signed and affixed the seal of said corporation this 28th day of October, 1963.

MONUMENT PARK INVESTMENT COMPANY

By Barbara S. Gardner
General Partner

Attest: Wendell R. Shurtleff
General Partner

STATE OF UTAH)
COUNTY OF SALT LAKE.)



On the 28th of October 1963 personally appeared before me Barbara S. Gardner and Wendell R. Shurtleff who being by me duly sworn did say that they are the General Partners of Monument Park Investment Company and that the foregoing covenants and restrictions were signed on behalf of said partnership by authority of a resolution of the Board of directors and said parties duly acknowledged to me that the partnership executed the same.

My commission expires
May 27, 1964

Wendell R. Shurtleff
Notary Public residing at
Salt Lake City, Utah