

482

Entry No. **6651**  
 Recorded at the request of  
*Henry D. Purcell*  
 JUN 23 1943 10:30 A.M.  
 Book \_\_\_\_\_ Pages \_\_\_\_\_  
 ELOISE F. TIPTON Recorder  
 Utah County  
*John West* Deputy  
 Compared \_\_\_\_\_ Sec. \_\_\_\_\_  
 Indexed \_\_\_\_\_ Tp. \_\_\_\_\_  
 Fee \_\_\_\_\_ R. \_\_\_\_\_  
 Mail Street 721-26  
 State St. Bldg.  
 S. L. C. Utah

6661

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO PLAT 1, PARKVIEW SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have a protective covenant applying to and running with said land, and binding upon all parties, their heirs, successors and assigns,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Commencing 8.32 chains West and 10.95 chains South from the Northeast corner of the Southeast Quarter of Section 6, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 1° West 10 chains more or less to the land of the State Mental Hospital; thence along the North line of the State Mental Hospital and the M. W. Lewis land, North 89° West 15 chains; thence North 1° East 10 chains; thence South 89° East 15 chains to place of beginning. Area, 15 acres.

Also the following: all of Blocks 8, 9, and 13, also all of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and the North half of lot 10, and the East 14 feet of the North half of lot 2 in Block 10, all in Memorial Park Addition, Provo City.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

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.

- 483 A All lots in the tract shall be known and described as residential lots, except lots 2 and 3, Block 4, which may be commercial lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than 2 cars.
- B 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 Gene Clark, Roy E. Shipley, and E. A. Nelson, 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 of its designated representative, shall cease on and after January 1, 1948. Thereafter the approval described in the 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.
- C No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 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 plot, which plot has an area of less than 6000 square feet or a width of less than 55 feet at the front building setback line, except on lots 2 and 3, Block 4.
- E No noxious or offensive trade or activity shall be carried on upon any lot 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 other outbuilding erected in the tract 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.
- G No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet.
- H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I No person who is of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 2nd day of June 1943.

Roy E Shipley  
Roy E. Shipley

Beryl Shipley  
Beryl Shipley

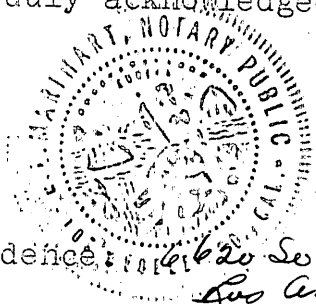
E. A. Nelson  
E. A. Nelson

Elizabeth Nelson  
Elizabeth Nelson

STATE OF UTAH  
COUNTY OF UTAH

NOTARY PUBLIC  
STATE OF UTAH

On the 2nd day of June, A.D. 1943, personally appeared before me Roy <sup>E.</sup> Shipley and Beryl Shipley, his wife, and E. A. Nelson and Elizabeth Nelson, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



E. L. Manturk  
Notary Public  
My Commission Expires August 15th, 1943

Residence: 1620 So Normandie  
Los Angeles Calif.  
Commission expires:

485

Entry No. 6861  
 Recorded at the request of  
 JUN 23 1943  
 ELOISE F. TIPTON  
 Recorder  
 Utah County  
 Daffody  
 Sec. 4  
 Compared  
 Indexed  
 Fee \$3.20 Mail  
 R. P.

6806

AFFIDAVIT.

STATE OF UTAH )  
 COUNTY OF UTAH : SS

N. L. Simmons being first duly sworn upon oath, deposes and says: That he is a citizen of the United States of the age of 76 years, residing at Payson, Utah County, State of Utah.

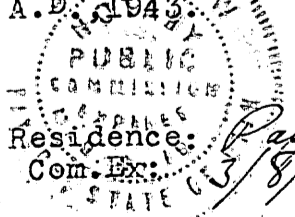
That he was well and personally acquainted with Mathen Henry Daley, the Patentee in that certain Patent dated September 20, 1870 and recorded in Book 1 at Page 357 in the office of the County Recorder of Utah County, State of Utah. That M. H. Daley and Matthen H. Daley, Grantor in that certain Warranty Deed dated October 13, 1873 and recorded in Book D at Page 510 in the office of the County Recorder of Utah County, State of Utah is the same and identical person as Mathen Henry Daley.

~~That Joseph D. Stark, Grantor in that certain Warranty Deed dated December 20, 1888 and recorded in Book 1 at Page 496 in the office of the County Recorder of Utah County, State of Utah, was married on the date of said deed and that his wife was Margaret A. Stark. That Margaret A. Stark, the Grantor in that certain deed dated March 1, 1940 and recorded in Book 350 at Page 444 in the office of the County Recorder of Utah County, State of Utah, was the wife of Joseph D. Stark on December 20, 1888 and is the surviving wife of the said Joseph D. Stark.~~

That he was well and personally acquainted with Joseph D. Stark, Grantor in that certain Warranty Deed dated December 20, 1888 and recorded in Book 1 at Page 496 in the office of the County Recorder of Utah County, State of Utah, and that the said Joseph D. Stark on December 20, 1888 was a single man and unmarried.

N. L. Simmons

Subscribed and sworn to before me this 15th day of May, A. D. 1943.



J. A. Law  
 Notary Public