

1958264

Recorded NOV 7 1968 at 12:41 p.m.
 Request of BACKMAN BACKMAN & CHASE
 For FILED MATEL YAGGANT CHASE
 Recording, Salt Lake County, Utah
 \$ 4.20 By [Signature] Deputy
 Ref. _____

BOOK 2120 PAGE 150

RESTRICTIONS FOR GRANGER PARK NO. 5 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That W. Dean Whiting and Ethel J. Whiting, his wife, and Backman Abstract and Title Company, Trustee, have caused to be surveyed and platted "Granger Park No. 5 Subdivision" being a part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Meridian, and are desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, W. Dean Whiting and Ethel J. Whiting, his wife, and Backman Abstract & Title Company, Trustee, do hereby declare the property subject to the following restrictions and covenants:

(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 plot other than one detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than two cars. The garage or carport may be either attached or detached from the dwelling. No living quarters shall be provided in the basement of said dwelling other than a servants room with plumbing facilities for the use of the occupant. The installation of plumbing and wiring for kitchen in the basement of said structure shall be a violation of these restrictions. Nothing herein contained in this paragraph shall exclude the use of the basement for additional finished living space by the occupant of said dwelling.

(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 consisting of W. Dean Whiting, 4779 South 1815 West, Murray, Utah, Ethel J. Whiting, 4779 South 1815 West, Murray, and Walter L. Brakey, 4795 West 4925 South, Kearns, Utah, and said plans and specifications shall be delivered to or mailed to one of the members of said committee. In the event said committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the 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. The powers and duties of said committee shall cease on and after December 1, 1968 and the members of said committee shall receive no compensation for exercising their powers and duties as committee members. 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 the said committee.

(c) No building including outside porches shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 10 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 8 feet to any side lot line. No residence shall be erected on any lot the front of which is farther than 40 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,000 square feet and a width of less than 65 feet at the front building set back line, except that residences may be constructed on lots 3 and 4 as platted.

(e) Every detached single-family dwelling erected on any of said building plots in said tract shall have a ground floor area of 900 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 the one detached single family dwelling exclusive of open porches and garages.

(f) An easement is reserved over that portion of each lot shown on the recorded plat of said subdivision for utility installation, maintenance and drainage.

(g) No 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.

(h) 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.

(i) No structure shall be moved onto any building plot hereinbefore described or any part thereof.

(j) No signs, billboards, or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof except that a single sign, not more than 3x5 feet in size, advertising a specific unit for sale or lease for rent, may be displayed on the premises affected. Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

(k) No trash, ashes, or other refuse may be thrown or dumped on any tract hereinbefore described or any part or portion thereof.

(l) No fence shall be erected on any lot which shall protrude beyond the front line of the house erected on said lot.

(m) No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1993, 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 covenants and either to prevent him or them from so doing 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.

IN WITNESS WHEREOF, the said subdivider has caused this instrument to be executed this 7 day of November, 1963.

W. Dean Whiting
W. Dean Whiting

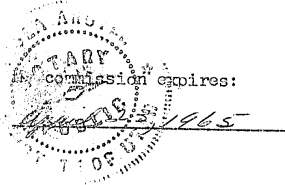
Ethel J. Whiting
Ethel J. Whiting

BACKMAN ABSTRACT & TITLE COMPANY, Trustee

By *Robert L. Backman*
Robert L. Backman
Partner

STATE OF UTAH)
)
County of Salt Lake) ss.

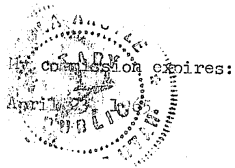
On the 7 day of November, A. D. 1963, personally appeared before me W. Dean Whiting and Ethel J. Whiting, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.



Paula Ogden
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
)
County of Salt Lake) ss.

On the 7 day of November, A. D. 1963, personally appeared before me Robert L. Backman, the signer of the within instrument who being by me duly sworn did say that he is a partner in Backman Abstract & Title Company, a co-partnership, and that the within and foregoing instrument was signed in behalf of said co-partnership by authority of a resolution of said co-partnership and said Robert L. Backman duly acknowledged to me that he executed the same in behalf of said co-partnership.



Paula Ogden
Notary Public
Residing at Salt Lake City, Utah