1411040

PROTECTIVE COVENANTS

Recorded

Request of SECURITY TITLE CO.No.

Fee Paid. Hazel Taggart Chase.

Recorder. Salt Lake County. Utah

3.20 By May Deputy

Book //26 Page 554 Ref.

Return to

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 1 to 89, inclusive of GRANGER PARK SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of said County; Lots 1 & 11 are exempted from these restrictions.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single or double family dwelling not to exceed one and one-half stories in height and a private garage for not more than three 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 A. P. Neilson and B. D. Scott, 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 spefications 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 serviced performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1980 . 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.
- C. No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 10 feet to any side street line. In the case of an attached garage, it shall be no nearer than 10 feet to any side street line or nearer than 8 feet to any side lot line. No detached garage shall be nearer than 45 feet to any front lot line, nearer than 8 feet to any side street line, or nearer than 2 feet to any side or rear lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than \$,000 square feet or a width of less than 60 feet at the front building setback line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof 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,

GRANGER PARK SUBDIVISION Page 2.

nor shall any structure of a temporary character be used as a residence.

G. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

H. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet in the case of a one-story, one-family structure; nor less than 700 square feet in the case of a one and one-half story, one-family structure; nor less than 1200 square feet in the case of a one-story, two-family structure; nor less than 900 square feet in the case of a one and one-half story, two family structure.

Durmont Holmberg

Clean L. Holmberg

Eleanor L. Holmberg

George Anast

Lorraine Anast

John C. Holmberg

Lya Dell Holmberg

Tva Dell Holmberg

STATE OF UTAH

SS

COUNTY OF SALT LAKE)

On the day of ..., A. D., 1955
personally appeared before me DURMONT HOLMBERG, ELEANOR L. HOLMBERG, his wife;
GEORGE ANAST and LORRAINE ANAST, his wife; JOHN C. HOLMBERG and IVA DELL
HOLMBERG, his wife; the signers of the within instrument who duly acknowledged
to me that they executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at Salt Lake City, Utah