

1806041

Fee Paid, John M. Jack  
Recorder, Salt Lake County, Utah  
By *[Signature]* Deputy  
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Return to Mr. Dick #.....

R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the owner of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

Lots 1 to 13 inclusive, Lots 52 to 68 inclusive and Lots 88 to 113 inclusive, GRANGER VILLA SUBDIVISION, according to the plat thereof, recorded in the office of the County Recorder of said county.

and is desirous of creating restrictions and covenants affecting said property.

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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until October 1, 1991, 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 developemtn or subdivision to prosecute any proceeding 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 so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 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 and 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 RICHARD PROWS, ROBERT W. WOOD and ALLEN OLIVER, 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 designs 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 October 1, 1991. 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 30 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line.. In the case of an attached garage it shall be no nearer than 20 feet to any side street line or nearer than 8 feet to any side lot line. No detached garages shall be nearer than 45 feet to any front lot line, nearer than 20 feet to any side street line, or nearer than 2 feet to any side or rear lot line.

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D. 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 65 feet at the front building set-back line.

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 may become an annoyance or nuisance to the neighborhood. The maximum height on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front set-back line.

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 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 1,000 square feet in the case of a one-story, one-family structure; nor less than 800 square feet in the case of one and one-half story, one family structure.

I. An easement is reserved over the rear 5 or 10 feet of each lot as shown on the recorded plat for utility installation and maintenance.

J. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved.

WITNESS our hands this 6<sup>th</sup> day of OCTOBER, A.D., 1961.

William F. Paul  
Mildred K. Paul

RICHARD PROWS, INC.

By: Richard Prows  
President

STATE OF UTAH )  
                  )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 6<sup>th</sup> day of OCTOBER, A.D., 1961, personally appeared before me RICHARD S. PROWS, who being duly sworn by me did say that he, the said RICHARD S. PROWS, is the President of RICHARD PROWS, INC., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said RICHARD S. PROWS duly acknowledged to me that said corporation executed the same that the seal affixed is the seal of said corporation.

Gordon H. Dick  
Notary Public

My Commission expires 7-6-64

Residing at Salt Lake City, Utah

STATE OF UTAH )  
                  )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 16<sup>th</sup> day of OCTOBER, A.D., 1961, personally appeared before me WILLIAM F. PAUL and MILDRED K. PAUL the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Gordon H. Dick  
Notary Public

My Commission expires 7-6-64

Residing at: Salt Lake City, Utah

