

1366205

Protective Covenants

SECURITY TITLE COMPANY 57044

Whereas, the undersigned, E. J. Skeen and Hazel C. Skeen, are the owners of and have subdivided a certain parcel of land, situated in Salt Lake County, State of Utah, into a certain subdivision designated and known as Granite Mesa Subdivision, and

Whereas, the undersigned owners of said property desire to impose certain restrictive covenants upon the use of certain of the property within said subdivision, which covenants shall run with the land, and be binding upon the undersigned owner, its grantees, successors, and assigns,

Now therefore, for the accomplishment of such purpose, the undersigned E. J. Skeen and Hazel C. Skeen owners of said property does hereby certify and declare that:

1. All of the property lying within Granite Mesa subdivision shall be covered and affected by these covenants.
2. That these Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, 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.
3. That if the undersigned owner, its grantees, successors, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damage or other dues for each violation.
4. That 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.
5. That all lots in the tract shall be known and described as residential lots.
6. That no building shall be erected, placed, or altered on any building plot in this subdivision until the building plans specifications, and lot plan showing the location 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 Joseph A. Gundersen, William J. Nielsen and E. J. Skeen, 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 have been commenced prior to the completion thereof, such approval will not be required and the 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, 1979. 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 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.

7. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any

portion of a building, on a lot to encroach upon another lot.

8. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 50 feet at the minimum building setback line or an area of less than 8000 square feet.

9. 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.

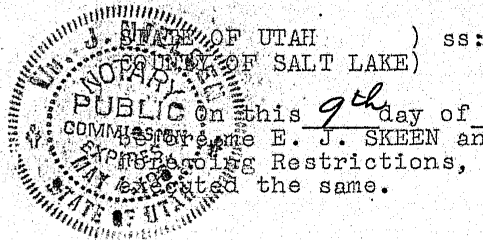
10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. No dwelling shall be permitted on any lot at a cost of less than \$9000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that alldwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall not be less than 950 square feet for a one-story dwelling, nor less than 1150 square feet for a dwelling of more than one story.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals this 9th day of March, 1954.

E. J. Skeen
E. J. Skeen

Hazel C. Skeen
Hazel C. Skeen



) ss:
E. J. SKEEN (COUNTY OF SALT LAKE)

PUBLIC On this 9th day of March, 1954; personally appeared before me E. J. SKEEN and HAZEL C. SKEEN, the signers of the foregoing Restrictions, who duly acknowledged to me that they executed the same.

My Commission Expires:

5/4/57

Wm. H. Nelson
Notary Public
Residing at Salt Lake City, Utah

Recorded MAR 29 1954 at 3:15 P.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.00 By W. D. Gant Deputy
Book 1075 Page 258 Ref. _____