

340

1252417

Recorded at Request of David B Ashton Kearns Bldg JUL 20 1961  
at 12:08 PM Fee paid \$ 4.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By W. H. Ferguson Dep. Book 869 Page 463 Ref. \_\_\_\_\_

RESERVATIONS, RESTRICTIONS and COVENANTS

pertaining to

INDIAN VILLAGE

A Subdivision of Part of  
the Southeast Quarter of  
Section 10, Township 1 South Range 1 East  
Salt Lake Base & Meridian

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property, situated in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 33, both inclusive, INDIAN VILLAGE, a Subdivision of Part of the Southeast Quarter of Section 10, Township 1 South, Range 1 East, Salt Lake Base & Meridian, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah.

that all and each of said lots above described shall be subject to and shall be conveyed subject to the Reservations, Restrictions and Covenants hereinafter set forth:

I

Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles.

II

Every dwelling erected on any of said residential lots in Indian Village shall have a ~~minimum~~ floor square foot area, exclusive of open porches or attached garages, of not less than 1200 square feet, ~~with the area of the exterior walls not to exceed 2000 square feet with a maximum of 2000 square feet of exterior walls.~~

III

No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and plot plans 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 David B. Ashton, Arthur Fahr and Frank H. Fullmer, 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.

*Handwritten initials/signature*

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 its designated representative, shall cease on and after five (5) years from the date hereof, and 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.

IV

No building shall be located nearer than eight (8) feet to either side line of a residential lot. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 7000 square feet, or a width of less than 60 feet at the front lot line.

V

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

VI

No trailer, basement, tent, shack, garage or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof 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.

VII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

VIII

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

IX

No trash, ashes or any other refuse may be thrown or dumped on any residential lots hereinbefore described or any part or portion thereof.

X

All covenants and restrictions hereinstated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XI

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees,

personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons owning other residential lot or lots in said area, to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XII

The invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided in Paragraph 10 hereof.

David B. Ashten  
David B. Ashten

STATE OF UTAH                    |  
County of Salt Lake            |        ss

On the 20<sup>th</sup> day of July, 1951, personally appeared before me, DAVID B. ASHTEN and ANN H. ASHTEN, his wife, who severally duly acknowledged to me that they executed the foregoing instrument.

George F. Kuhn  
NOTARY PUBLIC

My Commission Expires: 12-1-54      Residence is: Salt Lake City, Utah

