

1283662

BUILDING RESTRICTIONS  
INDIAN ROCK SUBDIVISION

Recorded APR 26 1952 at 9:00 a. m.  
Request of SECURITY TITLE CO. No. 44247  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
By R. A. Schmitt Deputy  
Book 224 Page, 431 Ret.  
Return to Richard Hoyt

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots 1 to 41, both inclusive INDIAN ROCK Subdivision, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah,

hereby declare 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, except that one detached single family dwelling or a duplex may be erected on each of Lots : Nos. 30, 31, 38, 39, and 41.

II

Every dwelling erected on any of the following described lots: Nos. 1, 2, 3, 4, 28, 29, 32 and 33.

shall have a ground floor square foot area, exclusive of open porches or attached garages, of not less than 1200 square feet. All other lots not less than 1400 square feet.

III

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 Richard R. Hoyt, John Glauser and J. Alvon Glauser, 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. 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 May 1st, 1957, 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 to the front residential lot line than the building limit line as shown on the recorded plat of said Indian Rock. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than 12 feet, and customary architectural appurtenances, such as cornices, bay windows, sputings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwelling may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than 8 feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6400 square feet or a width of less than 70 feet at the front building setback 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 herein stated 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

