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1310349

BUILDING RESTRICTIONS

INDIAN HILLS PLAT "D"  
A Subdivision of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots in Indian Hills Plat "D", a subdivision of part of the Southeast quarter of the Northwest quarter of Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

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, except Lot 21 thereof, and except Lot 3 thereof, so long as said Lot 3 is used for Church purposes. Should said Lot 3 hereafter not be used for Church purposes, said Lot 3 shall thereafter be subject to said Reservations, Restrictions and Covenants.

I

Each and every lot above described shall be known and is hereby designated as a "Residential Lot", excepting as hereinafter set forth, 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 (3) automobiles.

II

Every detached single-family dwelling erected on any one of the above described lots shall have a ground floor area as follows: If a one-story structure, 1250 square feet or more, if a one and a half or two story structure, 1100 square feet or more.

The ground floor area as herein in Paragraph II referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single family dwelling, exclusive of open porches and garage.

III

No building shall be erected, placed or altered on any residential lot 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 Thomas Crus, A.M. Crus and Edward H. Ashton, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. 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 duly 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 January 1st, 1963. 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, shall thereafter exercise the same powers previously exercised by said committee.

IV

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.

V

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.

VI

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.

VII

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.

VIII

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

IX

Easements are reserved as shown in the recorded plat, for utility installation and maintenance and for excavation, construction and maintenance of an open drainage ditch.

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 twenty-five (25) years from the date hereof, at which time and at the end of each 10 year period thereafter, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots had prior to the expiration of any such period, it is agreed to change the said covenants in whole or in part, effective at the end of the then current period.

XI

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representative or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof or prior to the expiration of any 10 year extended period, it shall be lawful for any other person or persons owning

any 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

Invalidation of any one of the covenants and restriction 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 twenty-five (25) years from the date hereof subject to automatic extension as provided in Paragraph X hereof.

IN WITNESS WHEREOF, the undersigned owners of the property described herein have caused these presents to be executed this 10th day of December A. D. 1952.

CORPORATION OF THE PRESIDING BISHOP of the CHURCH OF JESUS CHRIST of LATTER DAY SAINTS, a Corporation Sole

INDIAN HILLS DEVELOPMENT COMPANY  
*Thomas Crus*  
Vice-President  
Attest: *John E. Roberts*  
Secretary

\_\_\_\_\_  
Presiding Bishop

*Frank A. Johnson*  
*Edna E. Johnson*

STATE OF UTAH :  
County of Salt Lake : ss

On this 10th day of December, 1952, personally appeared before me JOSEPH L. WIRTHLIN, who by being first duly sworn did say: That he is the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Corporation Sole, and that the foregoing instrument was signed in behalf of said corporation by him as such Presiding Bishop, and said Joseph L. Wirthlin duly acknowledged to me that said corporation sole executed the same.

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NOTARY PUBLIC  
Residing at Salt Lake City, Utah

STATE OF UTAH :  
County of Salt Lake : ss

On this 10th day of December 1952, personally appeared before Thomas Crus, who by me being first duly sworn did say: That he is the Vice-President of INDIAN HILLS DEVELOPMENT COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Thomas Crus acknowledged to me that said corporation executed the same.

*Comm Expires: 9-11-55*

*Paul J. Roberts*  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah  
*Murray*

STATE OF UTAH :  
County of Salt Lake : ss

On this 10th day of December, 1952, personally appeared before me Frank A. Johnson and Edna E. Johnson, his wife, two of the signers of the foregoing instrument who severally acknowledged to me that each of them executed the same.



*Paul J. Roberts*  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

Recorded **DEC 12 1952** at 11:47<sup>2</sup> M.  
Request of PRUDENTIAL FED. SAV. & LOAN ASSN.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 4.00 By H. H. [Signature] Deputy  
Book 972 Page 343 Ref. J