

Page #2 - NORTH HILLS PLAT "C" SUBDIVISION - Continued . . .

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the area of the main floor, measured and computed along the outside walls surrounding such area (exclusive of open porches, windways and garages) is less than 1340 square feet, and no structure shall be moved onto any residential lot in said plat.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, until the 1st day of June, 1976, on which date they shall terminate and end, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches, committed during its, his, her, or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions therein set forth at the time of its violation shall, in no event be deemed a waiver or the right to do thereafter.

INVALIDATION: The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the said owners hereby declares and certifies that all of the lots shown on said plat are held by it and shall be conveyed by it, subject to the reservations, restrictions, covenants and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots in said subdivision, shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned, may be appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

<u>Beverly J. Draper</u>	<u>Ralph O. Bradley</u>
<u>Walter L. Draper</u>	<u>Mildred H. Bradley</u>
<u>CHURCH & KNEE CO.</u>	<u>Briant G. Badger</u>
<u>Richard K. Kneel R.P.</u>	<u>Wanda W. Badger</u>

Signed in the presence of

W. J. Smith

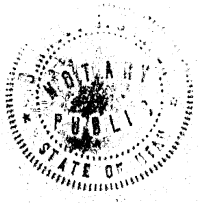
State of Utah
County of Salt Lake

(SS)

On the 23rd day of October A.D. 1958 personally appeared before me Beverly J. Draper, Ralph O. Bradley, Mildred H. Bradley, Briant G. Badger, Wanda Badger and Don H. Draper

the signers of the within instrument who duly acknowledged to me that they executed the same.

Richard K. Kneel
Notary Public



My Commission Expires:
August 29, 1962

Residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 24th day of October, 1958, personally appeared before me Richard O. Reed, who being by me duly sworn did say, that he is the vice-president of GIBBONS & REED CO., and that the within and foregoing instrument was signed in behalf of said corporation by authority vested in him by a resolution of its board of directors and said Richard O. Reed duly acknowledged to me that said corporation executed the same.



Earl D. ...
Notary Public, Residing in
Salt Lake City, Utah

Commission expires:
May 23, 1961