

Trustee of

Book 575 Page 418 - Ref. 23-237-11
 Hazel Taggar, Chas. recorder Salt Lake County, Utah

Book 575 Page 418 - Ref. 23-237-11
 BUILDING RESTRICTIONS

23-233-17
 23-213-35
 23-175-27

E. Burton Royle, Marion R. Royle, Dean K. Christensen, Helen S. Christensen, William Julian, Mary Julian, Ruel G. Haloran, Jeanette Halloran, Jeanette Haloran, George Merriam Lewis, Florence H. Lewis, Emma Maxfield Bergen, C. O. Davis, Irma F. Bitner, Jessie Chidester, Paul D. Luff, Leah Luff, C. H. Parker, Carrie H. Parker, Fred D. Jennings, Fred W. Burr, Richard G. Eddin, J. J. Paul Jr., Dolores M. Maxwell, I. E. Maxwell, William E. Thompson, Evelyn Thompson, LaRee S. Lamont, Robert M. Lamont, William S. Taylor, Alice L. Taylor, Ray L. Taylor, Betty N. Taylor, A. Lewis Dotson, Vera H. Dotson, L. D. Gardner, and Mazella J. Gardner.

- TO -

WHOM IT MAY CONCERN

The owners of all of Lots 1 to 44, both inclusive, block 1; all of Lots 1 to 44, both inclusive, block 2; all of Lots 1 to 44, both inclusive, block 3; and all of Lots 1 to 44, both inclusive, block 4, all located in Fairmont Subdivision, as per the recorded plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, declare that all and each of the said Lots above described shall be subject to, and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth;

A. 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.

B. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line; no building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9000 square feet or a width of less than 75 feet at the front building setback line.

D. 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.

E. No dwelling costing less than \$6500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1250 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one and one-half, or two story structure.

F. 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.

G. A easement is reserved over the rear 5 feet of each lot for utility lines and maintenance.

H. No person or persons of any race or nationality other than the caucasian shall be permitted to occupy any dwelling on the premises, except that this covenant shall not be violated by domestic servants of a different race or nationality employed in the household.

I. The above restrictions shall apply to every residential lot hereinafter described.

J. These Covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1973, 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.

K. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

L. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

E. Burton Royle Leah Luff

Marion R. Royle Julia G. Gunning

Alice K. Blum Fred W. Burr

Walter S. Christensen

Wm. Julian Mary Julian

Paul G. Halloran Richard G. Taylor

Jeanette Halloran J. J. Bawls

Maureen Lewis Dorcas M. Maxwell

Thomas H. Lewis C. E. Maxwell

Emma Muffald Bergen Wm. E. Thompson

C. C. Hantz Evelyn Thompson

James F. Hantz L. Burt Lamont

Robert M. Lamont

John D. Taylor

Ray L. Taylor Mazella J. Gardner
Betty N. Taylor
A. Lewis Dotson
Vera H. Dotson
L. D. Gardner

STATE OF UTAH)
 County of Salt Lake) ss

On the 29th day of November A.D., 1947 personally

appeared before me: E. Burton Royle, Marion R. Royle, Dean K. Christensen, Helen S. Christensen, William Julian, Mary Julian, Ruel G. Halloran, Jeanette Halloran, George Merriam-Lewis, Florence H. Lewis, Emma Maxfield Bergen, C. C. Davis, Irma F. Bitner, Jessie Chidester, Paul D. Luff, Leah Luff, C. H. Parker, Carrie H. Parker, Fred D. Jennings, Fred W. Burr, Richard G. Boden, J. J. Paul Jr., Dolores M. Maxwell, I. E. Maxwell, William E. Thompson, Evelyn Thompson, LaRee S. Lamont, Robert M. Lamont, William S. Taylor, Alice L. Taylor, Ray L. Taylor, Betty N. Taylor, A. Lewis Dotson, Vera H. Dotson, L. D. Gardner, and Mazella J. Gardner,

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



My commission expires: January 11, 1949
 Residing at Salt Lake City, Utah

Ray L. Taylor (Notary Public)

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Grantor
Grantee