

1413240

Recorded FEB 17 1955 at 1:50 p.m.  
Request of Fairclough Bros. Const. Co.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.10 By *H. Morrison* Deputy  
Book 177 Page 23 Ref.

BUILDING RESTRICTIONS

*235 Beryl Ave.*

HAVEN AVENUE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Fairclough Bros. Construction Company with Arthur W. Fairclough and Fred W. Fairclough as general partners, have caused to be surveyed and platted the lands hereinafter described under the name of "HAVEN AVENUE" Subdivision, and have caused the same to be subdivided into lots and streets, and

WHEREAS, the property to be embraced within said subdivision is described as follows:

The South half of Lot 12, Block 42, Ten Acre Plat "A", Big Field Survey.

WHEREAS, said Construction Company is desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the said Fairclough Bros. Construction Company with Arthur W. Fairclough and Fred W. Fairclough as general partners, do hereby declare the property hereinabove described subject to the following restrictions and covenants:

- (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached two-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- (b) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part (1).
- (c) The ground floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
- (d) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 12 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
- (e) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
- (f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the rear five feet of each lot.

(g) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(h) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(i) The architectural control committee is composed of Arthur W. Fairclough and Fred W. Fairclough. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(j) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(k) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(l) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(m) Invalidatation 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.

IN WITNESS WHEREOF, the undersigned owners of the property described herein have caused these presents to be executed this 15th day of February A.D., 1955.

FAIRCLOUGH BROS. CONSTRUCTION COMPANY

By Arthur W. Fairclough  
Partner

By Fred W. Fairclough  
Partner

STATE OF UTAH )  
 ) SS  
County of Salt Lake)

On the 15th day of February, 1955, personally appeared before me Arthur W. Fairclough and Fred W. Fairclough being the partners of that certain co-partnership called Fairclough Bros. Construction Company, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission expires:

2-23-57

W. R. Larson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah