

JUL 18 1941

948335

Recorded at request of *Edward M. Hutton & Co.*
Cornelia S. Hunt, Recorder S. B. County, Utah

F. L. Shewley, Inc.
Book 279 Page 209 Ref: *85-16-1*
85-13-1
85-16-1
Misc Index #3

- : FAIRWAY SUBDIVISION : -
a subdivision of Salt Lake City and County, Utah
- : BUILDING RESTRICTIONS : -

KNOW ALL MEN BY THESE PRESENTS:

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

- All of Lots 1 to 6, both inclusive, Block 1;
 - All of Lots 1 to 20, both inclusive, Block 2;
 - All of Lots 6 to 15, both inclusive, Block 3;
 - All of Lots 1, 2 and 3, Block 4;
 - All of Lots 1 to 4, both inclusive, Block 5; and
 - All of Lot 1, Block 6;
- All located in Fairway, a subdivision of Salt Lake City, Utah as shown by the recorded plat thereof on file in the office of the County Recorder of Salt Lake County, Utah;

hereby DECLARES 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 (3) automobiles.

II

Every detached single-family dwelling erected on any one of the following described lots:

- Lots 1 and 2, Block 1;
 - Lots 1 to 6, both inclusive, and
 - Lots 17, 18, 19 and 20, Block 2;
 - Lots 6 to 15, both inclusive, Block 3;
 - Lot 3, Block 4;
 - Lots 2 and 3, Block 5; and
 - Lot 1, Block 6;
- of said Fairway subdivision,

shall cost \$6,000.00 or more, and shall also have a ground floor area as follows:

- If a one-story structure, 1200 square feet or more;
- If a one and one-half-story structure, 850 square feet or more;
- If a two-story structure, 750 square feet or more.

Every detached single-family dwelling erected on any one of the following described lots:

- Lots 3 to 6, both inclusive, Block 1;
 - Lots 7 to 16, both inclusive, Block 2;
 - Lots 1 and 2, Block 4; and
 - Lots 1 and 4, Block 5;
- of said Fairway subdivision,

shall cost \$5,000.00 or more, and shall also have a ground floor area as follows:

Page 22

FAIRWAY Building Restrictions

If a one-story structure, 1100 square feet or more;
 If a one and one-half-story structure, 850 square
 feet or more;
 If a two-story structure, 750 square feet or more.

The ground floor area as herein 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 detached single-family dwelling shall be erected, placed or altered on any "Residential Lot" in this subdivision unless and 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 dwelling with respect to topography and finished ground elevation, by a committee composed of Edward M. Ashton, Graham H. Doxey, and either Architects Ashton & Evans or Architect Edward O. Anderson, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said committee, the remaining members, or member, 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 thirty (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 of its designated representative, shall cease on and after July 1st, 1946. 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.

Not more than one detached single-family dwelling shall be erected wholly or partially on any "Residential Lot" in this subdivision. A "Residential Lot" is hereby defined to mean one lot as originally bounded and platted in said Fairway Subdivision. Provided, however, on written request, the Committee above named may, in its sole discretion, and in writing only, permit a detached single-family dwelling to be erected in said subdivision, partially on one, and partially on another, Residential Lot; and provided further, that the existing boundary lines of Residential Lots as originally platted can only be changed or altered for building purposes by the above named Committee, in its sole discretion, in writing.

IV

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat of this subdivision. No building, except a detached garage or other out building, located sixty (60) feet or more from the front line, shall be located nearer than eight (8) feet to any side lot line.

VI

No noxious or offensive trade or activity shall be carried on upon any residential lot in this subdivision or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

VII

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building plot or lot or any portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the owner or tenant.

VIII

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in, upon or about this subdivision 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.

IX

No structure shall be moved onto any lot in this subdivision or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

X

No signs, billboards, or advertising structures may be erected or displayed on any of the lots or parts or portions of lots in this subdivision 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.

XI

No trash, ashes or any other refuse may be thrown or dumped on any lot in this subdivision or any part or portion thereof.

XII

No radio or other wires shall be maintained more than three (3) feet higher than the roof of any structure in this subdivision.

XIII

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 subdivision or any part thereof until July 1st, 1966, at which time 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 the lots in said subdivision, it is agreed to change the said covenants in whole or in part.

XIV

If the parties now claiming any interest in said sub-

division, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to July 1st, 1966, it shall be lawful for any other person or persons owning any other lot or lots in said subdivision 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 restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV

Invalidation of any one of the covenants and restrictions 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 July 1st, 1966.

IN WITNESS WHEREOF, the undersigned, owner of the real property hereinbefore described, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, this 17 day of July, A. D. 1941.



RELIANCE BUILDING COMPANY
a Utah corporation

Its Secretary

By Howard J. Layton
Its President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 17 day of July, A. D. 1941 personally appeared before me Howard J. Layton and Graham H. Doxey, who, being by me duly severally sworn, did say; each for himself: That he, the said Howard J. Layton is president, and he, the said Graham H. Doxey, is Secretary, of Reliance Building Company, a Utah corporation; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Howard J. Layton and Graham H. Doxey each duly severally acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said Corporation.

(SEAL)

E. L. Scherndorf
Notary Public

My Commission Expires:

Residing at Salt Lake City, Utah

