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Recorded at Request of Clifford R. Cummings Jr. OCT 2 - 1950
at 4:10 M Fee paid \$ 220 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By [Signature], Dep. Book 803 Page 274 Ret. 1321 E 35th St.

Building Restrictions of Fairway Subdivision, a subdivision of Salt Lake County, State of Utah BUILDING RESTRICTIONS

The undersigned owner of the following described real property in Salt Lake County, State of Utah:

All of Lots 1 to 15 both inclusive, CliffView Acres a subdivision of Salt Lake County, State of Utah as shown by the recorded plat thereof on file in the office of the County Recorder of Salt Lake County, Utah 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:

1. 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 automobiles.

2. Each detached single-family dwelling erected on any one of the following afore described lots of said CliffView Acres subdivision shall have a ground floor area of not less than 1,000 square feet.

The ground floor area 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 porches and garage.

3. 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.

4. 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.

5. 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.

6. All buildings in this subdivision shall be of brick, brick veneer or stone construction.

7. No structure shall be moved onto any lot in this subdivision or any part thereof unless it meets with the approval of the owners of other lots, such approval to be given in writing.

8. 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 October 1, 1970, at which time said covenants and restrictions shall be automatically extended for successive periods of 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.

9. If the parties now claiming any interest in said subdivision, 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 October 1, 1970, 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.

10. 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 October 1, 1970.

Clifford R. Cummings, Jr.

STATE OF UTAH)
County of Salt Lake)SS

On the 2nd day of October A.D. one thousand nine hundred and fifty personally appeared before me Clifford R. Cummings, Jr. the signer of the foregoing instrument who duly acknowledge to me that he executed the same.

Narold W. Hillman
Notary Public, Residing at
240 South 2nd East

