

In such suit there shall be included in amount decreed to be paid plaintiff the principal and interest and all moneys advanced for taxes, assessments, insurance, or to remove liens, with interest thereon, and all costs and expenses incurred, including reasonable attorney's fees.

Witness, the hand and seal of said mortgagor, this 19th day of October, 1943.

Witness: [Signature of Arthur N. Bailey] ]

STATE OF UTAH, ss: (Statutory Form) County of Salt Lake

On the 20th day of October, A. D. 1943, personally appeared before me ARTHUR N. BAILEY, a single man

the signer of the above instrument, who duly acknowledged to me that he executed the same.

[Signature of Notary Public]

My Commission Expires: 7-21-46 Residing at Salt Lake City, Utah



Recorded at Request of A. P. Robin OCT 21 1943 at 10:00 AM Fee paid \$ 3.10 Cornelia S. Lund, Recorder S. H. County, Utah. BY [Signature] Dep. Book 360 Page 246 Ref. 236-115-1. DEDICATION OF RESTRICTIVE COVENANTS Misc. Index # 3

M. KENNETH WHITE and ADA MARIE WHITE, his wife, of Salt Lake County, State of Utah, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Zion Park, a subdivision of part of the Northeast quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, comprising 33 lots

do hereby place the hereinafter designated restrictive covenants on all of the said described land:

(a) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than 2 cars.

(b) 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. In any event, no building shall be located on any residential building plot nearer than 22 feet to the front lot line, nor nearer than 25 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 7 feet to any side lot line, except that a garage may be located on the rear 20 feet of any lot as platted.

(c) No lot shall be resubdivided into building lots having less than 5,000 square feet of area or a width of less than 50 feet each.

(d) No noxious or offensive trade 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 person not of the Caucasian race shall use or occupy any building upon any lot except he or she occupies or uses such building as a domestic servant of the owner or tenant who must be of the Caucasian race.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(g) No building shall be erected, placed, or altered on any building plot in this subdivision 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 building with respect to topography and finished ground

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elevation, by a committee composed of M. Kenneth White, Ada Marie White and Woodrow D. White, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, 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 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 as have 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 representatives 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 January 1, 1950; 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.

(h) No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract and the ground floor square feet area of the main structure, exclusive of one-story open porches and garages shall not be less than 700 square feet.

(i) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(j) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

(k) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of owners of lots it is agreed to change these said covenants in whole or in part.

(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.

(m) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the

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covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in the property hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him, her, or them from doing or to recover damages or other dues for such violation.

Dated at Salt Lake City, Utah, this 18 day of October,

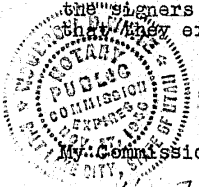
A. D. 1943.

M. Kenneth White

Ada Marie White

STATE OF UTAH )  
                  ): SS  
COUNTY OF SALT LAKE )

On this 18 day of October, A. D. 1943, personally appeared before me M. Kenneth White and Ada Marie White, his wife, the signers of the within instrument who duly acknowledge to me that they executed the same.



M. Kenneth White  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:  
11-17-46