

908174

JUL 1 1941  
 Corralia S. Lund, Recordas S. Co. County, Utah  
 Book 277 Page 176  
 25 28 28 28  
 26 26 28 28  
 32 43 32 22

ZION'S SAVINGS BANK AND TRUST COMPANY, a Utah Corporation, the owner of part of Blocks 7, 12, 13, and 18, Clermont Subdivision, Salt Lake City, Utah, more particularly described as follows:

- Lots 30 to 44 inclusive, Block 7, Clermont Subdivision,
- Also Lots 3 to 7 inclusive, Lots 11 to 27 inclusive, the South 20 feet of Lot 37, and Lots 38 to 45 inclusive, Block 12, Clermont Subdivision.
- Also Lots 8 to 28 inclusive, and Lots 34 to 46 inclusive, Block 13, Clermont Subdivision.
- Also Lots 11 to 21 inclusive, Lots 29 and 30, and Lots 35 to 40 inclusive, Block 18, Clermont Subdivision.

does hereby declare that all of said property is subject to, and when the same or any part thereof shall be conveyed by said corporation to any other person, partnership, corporation or association, that such conveyance shall be subject to the following restrictions, reservations and declarations:

- (a) All lots in the tract shall be known and described as residential lots and 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 and one-half stories in height and a private garage for not more than two (2) cars.
- (b) No building shall be located on any residential building plot nearer than 30 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 5,000 square feet or a width of less than 50 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 persons of any other race than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- (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) No dwelling costing less than \$3500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches, shall be not less than 700 square feet in the case of a one story structure nor less than 500 square feet in the case of a one and one-half story structure.
- (h) An easement is reserved over the rear two (2) feet of each lot not adjacent to an alley for utility installation and maintenance.
- (i) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

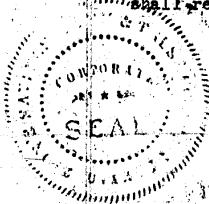
44

Page 2, Restrictions

(j) 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 to recover damages or other dues for such violation.

(k) Invalidation of any 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.

ZION'S SAVINGS BANK AND TRUST COMPANY

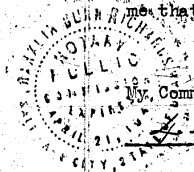


BY

Its Cashier

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.

On the 22nd day of May, 1941, personally appeared before me Willard R. Smith, who being by me first duly sworn did say that he is the Cashier of Zion's Savings Bank and Trust Company, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Willard R. Smith acknowledged to me that said Corporation executed the same.



My Commission Expires: 7-21-42

Franklin Dunn Richards  
Notary Public, Residing in  
Salt Lake City, Utah