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Recorded at Request of **CARDON ABSTRACT CO.** **FEB 9 1945**  
at **11:15 AM** **2.70** Cornelia S. Lund, Recorder S. I. County, Utah  
By **J. E. Shumway**, Dep. Book **412** Page **203** Ref: **28-79-45**  
**DECLARATION OF PROTECTIVE COVENANTS AND**  
**RESTRICTIONS APPLYING TO CLERMONT SUBDIVISION**  
**Miss Indict 3**

WHEREAS, it is proposed to set up an area of land herein after described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns,

NOW, THEREFORE, The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Lots 18 to 28 inclusive, Block 8, Clermont Subdivision.

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 periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 or to recover damages or other dues for such violation.

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.

All lots in the tract shall be known and described as residential lots without exception.

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 two cars.

No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

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.

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.

No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet.

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

No person who is of any race other than the white 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.

IN WITNESS WHEREOF the said parties to this agreement have hereunto signed their names this 31<sup>st</sup> day of January, 1945.

Oscar E. Chytraus  
Oscar E. Chytraus

Wilma N. Chytraus  
Wilma N. Chytraus

C. B. Averett  
C. B. Averett

Hazel Thelma Averett  
Hazel Thelma Averett

Mack J. Butler  
Mack J. Butler

Ruth J. Butler  
Ruth J. Butler

Laurence W. Evans  
Laurence W. Evans

Bertha T. Evans  
Bertha T. Evans

Russell L. Porter  
Russell L. Porter

Vera M. Porter  
Vera M. Porter

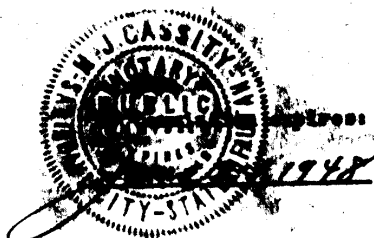
Perry D. Goodliffe  
Perry D. Goodliffe

Helen P. Goodliffe  
Helen P. Goodliffe

STATE OF UTAH )

County of Salt Lake ) ss.

On the 31<sup>st</sup> day of January, 1945, personally appeared before me Oscar E. Chytraus and Wilma N. Chytraus, C. B. Averett and Hazel Thelma Averett, Mack J. Butler and Ruth J. Butler, Laurence W. Evans and Bertha T. Evans, Russell L. Porter and Vera M. Porter and Perry D. Goodliffe and Helen P. Goodliffe, the signers of the within instrument, who duly acknowledged to me that they executed the same.



J. Cassin  
Notary Public residing at Salt Lake  
City, Utah