

State of Utah }
Salt Lake County } SS

On the 14th day of July 1923, personally appeared before me N. L. Herrick, who being by me duly sworn deposes and says; that he is the president of Herrick and Company, a Corporation organized and existing under the laws of the State of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said N. L. Herrick acknowledged to me that said corporation executed the same.

J. Fletcher Jr.,
Notary Public
Salt Lake City -
State of Utah.
Commission Expires
Dec. 15, 1926.

J Fletcher Jr
Notary Public.

My commission Expires 12/16/26
State of Utah } SS
Salt Lake County }

On the 14th day of July 1923 personally appeared before me A. C. Kirk, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

J. Fletcher Jr.,
Notary Public
Salt Lake City -
State of Utah.
Commission Expires
Dec. 15, 1926.

J Fletcher Jr
Notary Public.

Recorded at request of C A Lambourne Jul 26 1923 at 10:41 A. M. in Bk 3-S of L&L pages 505-6. Recording fee paid \$1.90. (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. S-4, 59, 18.

495492 RESTRICTIONS WITH COUNTRY CLUB ACRES

Country Club Acres are situate, lying and being in Salt Lake County, State of Utah, and particularly described as follows, to-wit:

Commencing 10 rods South of the Northeast corner of the Northwest quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, thence South 204.5 rods, thence North 74' 5" West 32 rods, thence North 6 rods, thence North 82' West 29.7 rods to the East line of land formerly owned by Paul A. Elkins, thence North 712.2 feet to a point on line of fence which is 1650 feet East and 120.75 feet North of the Northwest corner of the Southwest quarter of Section 22, thence North 89' 24" West 724.1 feet to the East side of a four rod street, thence North on East line 125.44 rods more or less to a point on street directly west of the Southwest corner of land heretofore deeded by the Deseret Woollen Mills Company for school purposes East 22.8 rods on South side of school land to Southeast corner thereof, thence North on East line of school land 16.4 rods, thence East 84.2 rods more or less to beginning. Containing 108.6 acres more or less.

DEDICATION OF STREETS

All of the streets, avenues, roads, drives, lanes, circles, and terraces shown on this plat are hereby dedicated to Salt Lake City and Salt Lake County for the purposes of public streets. The park situated at the corner of Dallin Street and Farley Road and the park situated at the corner of Oneida Street and Farley Road are hereby dedicated to Salt Lake City and Salt Lake County for park purposes.

BILLBOARDS MAY BE PROHIBITED

The Hayes Land Company may at any time, and Salt Lake City or Salt Lake County may at any time by ordinance, prohibit the construction or maintenance of billboards or advertising boards or posting structures exceeding five square feet in size, for display, posting, painting, or printing of signs or advertisements on any lot in this addition, and all rights for damages on account of such prohibition are hereby expressly waived.

DEFINITION OF TERMS USED

For the purpose of these restrictions the word "Street" shall mean any street or parkway of whatever name, which is shown on this plat and which has been dedicated to either Salt Lake City or Salt Lake County for the purposes of public streets, or for parkway purposes. The word "Lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from the Hayes Land Company or from its successors and assigns. A "corner Lot" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one street contiguous to it.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years from the 1st day of June, 1923; and provided, however, that each of said restrictions shall be renewed and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five (25) year period or of any successive twenty-five (25) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Recorder in and for Salt Lake County, State of Utah, at least five (5) years prior to the expiration of this first twenty-five (25) year period or of any twenty-five (25) year period thereafter.

RESERVED

THE HAYES LAND COMPANY does hereby give and grant to Salt Lake City and Salt Lake County the right to locate, construct and maintain on all rights of way shown on this plat, water, sewer and gas mains, poles and wires or all or any of them and to excavate for such purposes on all rights of way shown on this plat which are on platted lot lines.

USE OF LAND

None of said lots, except Lot 5, Block 5, or fraction thereof, shall be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, though intended for residence purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family. Any residence erected wholly or partially on any of said lots shall cost less than three thousand (\$3,000.00) Dollars.

FRONTAGE OF RESIDENCES ON STREETS

All houses constructed on lots abutting 21st East Street shall face West, except Lot 1, Block 11. All houses constructed on Lots 1 and 4, Block 1, Lots 1, 6, and 8, Block 10, and Lots 4 and 5, Block 11, shall face East. All houses constructed on Lots 2 and 3, Block 12, Lots 2, 3 and 4, Block 9 and Lots 2 and 3, Block 2, shall face West. All houses constructed on Lots 5 and 4, Block 12, Lots 1, 6, and 5, Block 8, and Lots 1 and 6, Block 2, shall face East. All houses constructed on Lots 3 and 4, Block 13, Lots 2, 3, and 4, Block 8, and Lots 2 and 3, Block 3, shall face West. All houses constructed on Lots 5 and 8, Block 10, Lots 1, 6, and 5, Block 8, and Lots 1 and 6, Block 3, shall face East. All houses constructed on Lots 2, 3, and 4, Block 7, and Lots 2 and 3, Block 4, shall face West. All houses constructed on Lots 7, 8 and 5, Block 14, Lots 1, 6 and 5, Block 7 and Lots 1 and 6, Block 4, shall face East. All houses constructed on Lots 2, 3, and 4, Block 15, Lots 2, 5, and 4, Block 6, and Lots 2 and 3, Block 5, shall face West. All houses constructed on Lots 7, 8, and 5, Block 11, Lots 1, 6, and 5, Block 4, and Lots 1 and 6, Block 5, shall face East.

THE NUMBER OF RESIDENCES PER PLATTED LOT AND THE SIZE OF THE FRONT PORCH

No more than four houses shall be erected on any platted lot as shown by this plat. The main body of any house or residence constructed on any rectangular platted lot or fraction thereof

See amended plat... 492054 in Bk 2917 p 107

shall not be erected or maintained nearer than twenty-five (25) feet to the front street line as shown on this plat.

OWNERSHIP BY NEGROES PROHIBITED

None of said lots shall be conveyed to, used, owned nor occupied by negroes as owners or tenants. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors, and assigns and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages, and failure by The Hayes Land Company, or the owner or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

In addition to the plat restrictions any additional restrictions affecting any individual lot, the agreements in regard to maintenance and care of vacant property, the maintenance of streets, parks and parkings, the care of trees, etc., as well as the approval of plans and location of residence on the lot, and the approval of any fence or wall are incorporated in the individual contracts and deeds at the option of the Seller.

These conveyances, covenants and agreements are made pursuant to a resolution duly passed by the Board of Directors of The Hayes Land Company.

IN WITNESS WHEREOF, the said Hayes Land Company, the owner of all of said platted lots and the tract of real estate hereinabove described, this 13 day of June, 1923, has caused these presents to be executed in its corporate name and under its corporate seal by its President hereunto duly authorized.

Signed, Sealed and Executed in the Presence of

SEAL
The Hayes Land Company,
Colorado
Incorporated
SEAL
1912

THE HAYES LAND COMPANY, a corporation,
By Irving Howbert
President

State of Colorado)
County of El Paso)SS. Attest Jefferson Hayes Davis
Asst. Secretary

On the 13th day of June, 1923, personally appeared before me Irving Howbert, who being by me duly sworn, did say that he is the President of THE HAYES LAND COMPANY, a corporation duly organized and existing under the laws of the State of Colorado, and that said instrument was signed in behalf of said corporation, by resolution of its Board of Directors, and said Irving Howbert acknowledged to me that said corporation executed the same.

SEAL
Carl P. Meehling
Notary Public
El Paso County,
Colorado.

Carl P. Meehling
Notary Public
A Notary Public in and
for the County of El Paso
and State of Colorado.

My Commission Expires

Dec. 23, 1924.

Recorded at request of A. E. Carr Jul 26 1923 at 11:26 A. M. in Bk 3-S of L&L pages 506-7. Recording fee paid \$6.00. (Signed) Lillian Cutler Recorder Salt Lake County Utah by Zina W Cummings Deputy. S-19,42,1, S-19,41,2 to 5, D-12,34,33 to 40, S-19,43,1, S-19,44,1.

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6. 27.

495608 IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
ON AND FOR SALT LAKE COUNTY, STATE OF UTAH
PROBATE DIVISION

In the Matter of the Estate
of KATIE S. GOODWIN,
Deceased.

ORDER --

The petition of Robert J. Goodwin, the regularly appointed, acting and qualified Administrator of this estate, for permission to renew a note and mortgage on the property of said estate, held by the Zion's Savings Bank and Trust Company, said property being located in Salt Lake County, State of Utah, described as follows:

Commencing at the Southwest corner of Lot 5, Block 44, Plat "B", Salt Lake City Survey; running thence East 10 rods; thence North 3 rods; 2 1/2 feet; thence West 10 rods; thence south 3 rods 2 1/2 feet, to place of beginning;

Said mortgage being recorded in the office of the County Recorder of Salt Lake County, Utah, in Book B-7 of Mortgages, page 695, coming now on regularly for hearing.

And the Court having considered said petition and the records and files herein, and being of the opinion that it would be for the best interest of said estate that said note and mortgage be renewed,

It is, therefore, ORDERED that the Administrator of said estate be, and he is hereby permitted to renew said note and mortgage on said property, at a rate of interest not to exceed 8% per annum.

Done in open court this 16th day of February, 1923.

Wm M McCrea
JUDGE

Recorded at request of Zion's Savings Bank & Trust Co Jul 26 1923 at 12:55 P. M. in Bk 3-S of L&L page 807. Recording fee paid 90¢. (Signed) Lillian Cutler Recorder Salt Lake County Utah by Zina W Cummings Deputy G-25, 189, 27.

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27.

495515 This Agreement, made in duplicate this 4th day of October A. D. 1922 by and between Caroline I. Christensen of Salt Lake City, Utah, hereinafter designated as the seller, and JOHN EAKINS of Salt Lake City, Utah, hereinafter designated as the buyer.

WITNESSETH: That the seller for the considerations herein mentioned agrees to sell and convey to the buyer, and the buyer for the considerations herein mentioned, agrees to buy the following described real property situate in the County of Salt Lake, State of Utah, to-wit:

Beginning twenty-three (23) rods west from the Northeast corner of Lot nine (9), Block Twenty-eight (28), "New Lane Plat "A" Big Field Survey, running thence south 192.94 feet, thence west 55 feet, thence north 102.02 feet, thence east 55 feet to the point of beginning.

Subject to an easement for the present pressure water tank and pipe lines on and over the above described property.

For the sum and purchase price of Three Hundred and 00/100 Dollars (\$300.00) payable at the office of "the seller" in Salt Lake City, Utah, strictly within the following times, to-wit: Thirty-five and 00/100 Dollars (\$35.00), upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged and Ten and 00/100 Dollars (\$10.00), or more on or before the 10th day of November, 1922, and Ten and 00/100 Dollars (\$10.00), or more on or before the 10th day of each and every month thereafter, until

signed in Presence