Dated at Huntington Park, this 20th day of February, 1940.

My Commission expires ...

L. R. SCHWAIGER, Notary Public My Commission Expires August 2, 1940

Recorded at the request of F. Y. Fox, Feb. 27, 1940, at 2:59 P. M., in Book #231 of Liens and Leases, pages 350-51. Recording fee paid \$.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: 8-31, 209, 9.) FL

#875520

RESTRICTIONS AND DEDICATION FOR BELVIEW GARDENS SUBDIVISION OF SALT LAKE GITY, UTAH, BEING A SUBDIVION OF PART
OF BLOCK 13, F. M. LYMAN JR'S, SURVEY OF
SECTION 16, TOWNSHIP 1 SOUTH,
RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Margaret B. Wright of Salt Lake City, Utah, hereinafter called the "Proprietor", has caused to be surveyed and platted the lands hereinafter described, under the name of "Belview Gardens", and has DEDICATION. caused the same to be divided into blocks, lots, streets and public way, as shown in the accompanying plat, to the public use.

II. DESCRIPTION. The following is a particular description of the lands to be embraced within the aforesaid plat and

Commencing at the Southwest Corner of Lot 2, Block 13, Section 16, Township 1 South, Range 1 East, Salt Lake Meridian; thence North 89° 56' East 765.5 feet; thence North 0° 03' 34" East 285.7 feet; thence North 89° 56' East 769.89 feet; thence North 0° 12' 32" West 285.7 feet; thence South 89° 56' 53" West 1404.84 feet; thence South 0° 3' 34" West 82.64 feet; thence South 66° 34' West 32.7 feet; thence South 87° 42' West 99.3 feet; thence South 0° 3' 34" West 32.7 feet; thence South 87° 42' West 99.3 feet; thence South 0° 03' West 471.89 feet to beginning.

III. RESTRICTIONS, RESERVATIONS, COVENANTS.

The Proprietor declares that the aforesaid land, shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

IV. DEFINITIONS.

A "Corner Lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front on the street on which it has its smaller dimension, except that the Proprietor, in the deed to any corner lot, or at any time with the consent, in writing, of the holder of the legal title there-

to, may designate a different street as the one upon which such lot shall be deemed to front. The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other

street contiguous to such lot shall be deemed to be a side street.

The word 'plot' shall be deemed to front on the same street, or streets, as the lot or lots constituting such plot.

V. USE OF LAND.

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 two stories in height, exclusive of a basement, and a private garage for not more than two cars, and other outbuildings incidential to residential use of the plot, not prohibited by any zoning ordinance respecting this plot of ground which is in effect at the time the said building is to be eracted.

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.

VI. FRONTAGE. Every dwelling erected on any plot shall front or present a good frontage on the street or streets on which said plot fronts.

Dwellings on corner lots shall have a presentable frontage on all streets on which he particular corner

lot fronts.

VII. BUILDING RESTRICTIONS.

No building shall be located on any residential building plot nearer than 25 feet to the front lot line. No building shall be located on any residential building, except a garage or other outbuilding located on the state of nor nearer than 12 feet to any side street line. No building, except a 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. These restrictions may be slightly modified with respect to lots 31 and 32, with the approval of the Neighborhood Committee, so that buildings erected on these two lots may be constructed to otherwise better conform to the general plan and beauty of the tract.

No building shall be erected, placed or altered on any building plot in this subdivision until the externa No building snall be erected, placed or altered on any building plot in this subdivision until the exter design and location thereof have been approved, in writing, by the Neighborhood Committee, which shall be appointed or elected by the owner, or owners, of a majority of the lots, which are subject to the covenants herein set forth, provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approved will not be required. approval will not be required.

No trailer, basement, tent, shack, garage, barn or other building 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

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 2500 square feet, nor a width of less than 50 feet at the front building setback line. used as a residence.

VIII. COST OF DWELLING.

No dwelling costing less than \$3,000.00 shall be per_mitted on any lot in the tract, and no building costing less than \$3,500.00 shall be erected on any of the lots, other than Lots Nos. 1 to 15 and 55 to 69, all inclusive. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 600 square

feet, in the case of a one and one-half, or two-story structure.

The above cost refers to the cost of the dwelling structure, with attached or detached garage, built only with the walks and driveways necessary to serve the same.

IX. RACIAL RESTRICTIONS.

No person 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. . Leas take title to be 17 by and

EASEMENTS The Proprietor reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained on the rear four feet of any or all of the lots of said tract of ground sewer or other pipe lines. conduits, poles and wires, and any other method of conduction or performing any public or quasi-public utilit or function, above or beneath the surface of the ground, with the right of access at any time to the se , for the purpose of repair and maintenance.

These covenants are to run with the land and shall be binding on all the parties, and all persons claiming

under them until January 1st, 1965, 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.

XII. RIGHT TO ENFORCE.

If the parties heretok or any of them, or their heirs or assigns, shall violate, or attempt to violate, If the parties heretok or any of them, or their heirs or assigns, shall violate, or attempt to violate, any real property 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 persons, violating, or attempting to violate, any such covenant, and either to pre-

vent him, or them, from so doing, or to recover damages, or other dues, for such violation.

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 call force and affect. other provisions, which shall remain in full force and effect.

PROPRIETOR'S RIGHT TO ASSIGN. The Proprietor, by appropriate instrument, may assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by the Proprietor, and upon such assignment or conveyance being made, her assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or her, in this instrument.

IN WITNESS WHEREOF, Margaret B. Wright, herein designated as the Proprietor, has executed the above instru-

ment this day of February, 1940.

Margaret B. Wright

STATE OF UTAH.

COUNTY OF SALT LAKE. . . .) On this 29 day of February, 1940, personally appeared before me MARGARET B. WRIGHT, the signer of the within instrument, who duly acknowledged to me that she executed the same.

My commission expires

August 27, 1943

ERNEST WRIGHT SEAL NOTARY PUBLIC Ernest Wright Notary Public, residing at

SALT LAKE CITY, STATE OF UTAH

Salt Lake City, Utah.

Recorded at the request of J. Kenneth Thayn, Mar. 1, 1940, at 3:25 P. M., in Book #231 of Liens and Leases, pages 351-352. Recording fee paid \$3.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by E. Samway, Deputy. (Reference: S-34, 181, 1-2; S-34, 179, 1-2. Entered in Misc. Index #3.)FL

#875262

THIRD DISTRICT COURT OF STATE OF UTAH, IN AND FOR SALT LAKE COUNTY. PROBATE DEPARTMENT

In the Matter of the Estate

ORDER APPROVING FINAL ACCOUNT AND CLOSING ESTATE

BENJAMINE SYMONS, Deceased

The petition of Harry E. Corser, Administrator herein, for the approval and allowance of his final account, the population of sale and the closing of this estate having come on regularly, after due notice having been given thereof, on this 7th day of February 1940, and the Court having found said account to be full, true and correct in all respected fully supported by proper vouchers, and that this estate had been inventoried and appraised, and the same on file herein, and that due and proper notice to creditors had been given as required by law and proof thereof on file, and that the time for presentation of claims had long since expired, and that the only asset of this estate maining after the payment of the expenses attendant on the probation of this estate and the closing of the same is a vacant piece of real property in Salt Lake County, Utah, described, as follows; Commencing at a point 183 feet South and 165 feet West of the Northeast corner of Lot 6, Block 14, Plat "F" Salt Lake City Survey, and running thence South 49 feet; thence West 115.5 feet; thence North 49 feet, and thence East 115.5 feet to place of beginning, and that said property had been duly appraised in January 1940 at the sum of \$175.00, and that the Administrator has received from Glen L. Streadback a bid for said property in the sum of \$195.00, and that said bid is not disproportionate to its value, and the best and only bib obtainable for said property, and that a higher bid can not be obtained, and that if said property is sold for said sum, that the Administrator can therefrom be able to pay all assessed taxes, cost of re-appraisementout standing bills, and the Court and probate expenses in full, and that nothing will be left in the possession of the Administrator to distribute to the heirs of the Deceased, and by the transfer of the title of this property to the bidder this estate will be in a condition to be closed, and that this property has been offered for a higher bid by this Cou and none received, now therefore it is hereby ordered, Adjudged & Decreed that the account of the Administrator be and it is hereby approved and and allowed and settled, and the said bid of \$195.00 so received from said Glen L. Streadbeck for said property herein described, be and the same is hereby approved by the Courtand the Administrator trator be and he is hereby ordered to make his Administrator's deed to said property to said purchaser as by him directed, and that this estate be then closed and the Administrator and his bondsmen be released from all further liabilities and duties as such Administrator and bondsmen. Done in open Court.

M. J. BRONSON JUDGE

2-7-40.

(SEAL) ATTEST WILLIAM J. KORTH, CLERK BY PARKER B. CADY, DEPUTY CLERK. INDORSED NO. 11593, ESTATE OF BENJAMIN SYMONS, DECEASED. FILED IN THE CLERK'S OFFICE SALT LAKE COUNTY, UTAH. WILLIAM J. KORTH, CLERK 3rd DIST. COURT, BY PARKER B. CADY, DEPUTY CLERK.

STATE OF UTAH

COUNTY OF SALT LAKE

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original QUER APPROVING FINAL ACCOUNT AND CLOSING ESTATE. IN THE MATTER OF THE ESTATE OF RENJAMINE SYMONS, DECEASED. NO. 1193. as appears of record in my office.

THE ESTATE OF RENJAMINE SYMONS, DECEASED. NO. 1193. as appears of record in my office.