

Recorded at Record 1045170
 of Salt Lake County, Utah, this 10th day of August, 1934.
 I, the undersigned, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk.

WHEREAS, the title to the following described property already

- is Salt Lake County, State of Utah:
- 1072 East 4th North
 Lots 2, 3 and the East 4 feet of Lot 19, Block 1, Home
 Subdivision, a subdivision of Block 19, Plat 2, Salt Lake
 City Survey.
- 1075 East 5th North
 The East half of Lots 29, 30 and 31, Block 1, Home Subdivision.
- 1077 East 5th North
 The West half of Lots 29, 30 and 31, Block 1, Home Subdivision.
- 521 Marion St.
 Lots 50 and 51, Block 2, Home Subdivision.
- 522 Marion St.
 Lots 12 and 13, Block 1, Home Subdivision.
- 547 Marion St.
 The South 9 feet of Lot 41, all of Lots 42 and 43, Block 2,
 Home Subdivision.
- 551 Marion St.
 The South 17 feet of Lot 39, all of Lot 40, and the North 16
 feet of Lot 41, Block 2, Home Subdivision.
- 551 Marion St.
 All of Lots 37 and 38, and the North 8 feet of Lot 39, Block 2
 Home Subdivision.
- 573 Oakley St.
 Lots 11 and 12, Block 8, Oakley Addition.
- 545 Oakley St.
 Lots 17 and 18, Block 8, Oakley Addition.

now stand of record in the name of Federal Homes, Inc., a Utah corporation,
 Articles of which have been filed in Salt Lake County in accordance with the
 laws of the State of Utah, of which Alan E. Breckbank is President.

WHEREAS, the owner of the above described tract of land wishes
 to improve the property, and

WHEREAS, the owner is desirous of creating restrictions and cove-
 nants respecting the above described property.

NOW THEREFORE, in consideration of the premises, and as a part of
 the general plan for the improvement of the above described property, Federal
 Homes, Inc., does hereby declare the property hereinabove described subject to
 the restrictions herein recited, which restrictions shall operate as a blanket
 encumbrance upon the said property, and shall be deemed to be incorporated by
 reference in all conveyances to said property, or any part thereof, and all
 encumbrances to said property, or any part thereof, shall be subject to said
 restrictions, which are and shall operate as covenants running with the land
 for the benefit of and against the right or enjoyment to the successors of the
 grantor herein, and are to have effect as if all the above

A. All lots in the above described property 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 or one attached two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot of the above land until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the surroundings of the above described property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of S. Grover Rich, D. Eugene Livingston and Alan E. Brockbank, 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 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 said building or the making of such alterations has 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 representative 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 1st, 1970. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective hereon, a written instrument shall be executed by the then record owners of a majority of the lots in the above described property and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building plot nearer than 20 feet to the front lot line, no nearer than 10 feet to any side street line. No building, except a detached garage located 60 feet or more from the front line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 35 feet from the front lot line.

D. No noxious or offensive trade or activity shall be carried on

38
upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

B. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the above described property 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.

F. No dwelling costing less than \$4,500.00 shall be permitted on any lot in the above described property. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 670 square feet in the case of a one-story structure, nor less than 690 square feet in the case of a one and one-half, or two story structures.

G. No person of any race other 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.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1977, at which time said Covenants shall be automatically extended for successive periods of 10 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 above described land to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants, and either to prevent 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 full force and effect.

The restrictions herein contained shall be known to be in addition to and not in conflict with the zoning ordinances now in force as enacted by Salt Lake City, Utah.

EXECUTED this 13th day of _____, 1946.

STATE OF UTAH
COUNTY OF SALT LAKE

On the 11th day of March 1918, personally appeared before me Alex E. Dredman, known to me to be the person who signed the above instrument in behalf of, and as the President of Federal Knobs, Inc., and duly acknowledged to me that he executed the same on behalf of said corporation.

[Signature]
Notary Public
Residing at Salt Lake

My Commission Expires

March 11, 1918



1045146

NOTICE OF LIEN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned HARLEY KING

doing business as Salt Lake Roofing Company and residing at Salt Lake City County of Salt Lake State of Utah, hereby claims and intends to hold and claim a Lien upon that certain land and premises, owned and reputed to be owned by CHARLES S. MERRILL and situate, lying and being in _____ County of Salt Lake State of Utah, described as follows, to wit:

Commencing on West side of 20th East 11.2 rods S. and 1 foot West from the Northeast corner of Section 23, Township 1 South, Range 1 East, S. L. M., thence West 428 ft., thence North 78 deg. 19.8 rods, South 51 deg. 50', East 4.8 rods, South 4 deg. 50' East 418.8 feet, more or less to center of Mill Creek, then Easterly along Mill Creek to West line of 20th East, thence Northwesterly along 20th East to beginning, containing 2.97 acres, in Salt Lake County, State of Utah.

to secure the payment of the sum of Five hundred and 00/100 Dollars owing to the undersigned for materials furnished and work and labor performed.

and that the said CHARLES S. MERRILL is the owner of the above described premises and that the undersigned is the contractor who has performed the work and labor on the above described premises.

Witness my hand and seal this _____ day of _____ 1918.

Harley King