

See Deed Book 25 - page 141-2

See Book 23 - 423-425

INTERNATIONAL BUILDING ASSOCIATION

SUBDIVISION

TOOELE, UTAH

I DEDICATION

Know All Men By These Presents, that INTERNATIONAL BUILDING ASSOCIATION, a Utah Corporation, hereinafter called the "Association." and AMERICAN MUTUAL BUILDING AND LOAN COMPANY, A Utah Corporation, hereinafter called "American Mutual" have caused the following described tract of land to be surveyed, platted and sub-divided into lots as shown on the attached plat or map marked Exhibit "A" and by this reference made a part hereof, and do hereby dedicate the portions of said tract of land shown on said plat as streets, avenues and highways to the perpetual use of the public for use as streets, avenues and highways, subject to the right to cross and parallel the same with irrigation ditches, conduits, sewers, and other pipes, wires, poles and all other things necessary for the conduct and performance of any public or quasi public utility or function including irrigation, said reservation to apply above, on or below the surface of the ground, and do further declare said lands and parts thereof included in this tract shall be subject to the easements, restrictions, rights and privileges hereinafter set forth.

Said Tract of land as subdivided shall be known as the "International Building Association Subdivision."

II DESCRIPTION

The track of land covered by this instrument is described as follows:

"Beginning at a point 1947.37 feet South and 1244.86 feet West from the Northeast corner of the Southwest Quarter of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which said point is also 679.26 feet North and 1275.81 feet West of the Quarter corner common to Sections 22 and 27, said Township and Range; said point being also the point of intersection of the projected West line of Broadway Avenue with the North line of the State Highway, officially designated F.A.S.#14-A as constructed along Second North Street in Tooele City, running thence along the north line of said State Highway, South 89°35' East 741.89 feet, thence along a curve to the left having a radius of 1860.10 feet, a distance of 529.99 feet to the East line of the Southwest quarter of said Section 22, thence along the said Quarter Section line, North 0°40'30" West 1880.89 feet, thence South 89°23' West 2330.10 feet, thence South 02°03' West 1600.56 feet, thence South 89°35' East 1144.17 feet to West line of Broadway Avenue projected, thence South 313.62 feet to the point of beginning.

City Park
"Beginning at a point 75.3 feet North and 157.4 feet West from the South Quarter corner of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, running thence North 506 feet, thence West 1038 feet, to the East line of Broadway Avenue, thence South 506 feet to the North line of Birch Street, thence East, along the North line of said Birch Street, 1038 feet to the point of beginning.

"Beginning at a point 75.3 feet North and 1275.4 feet West from the South quarter corner of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point being the intersection of the North line of Birch Street with the West line of Broadway Avenue, running thence North 506 feet, thence West 972 feet thence South 506 feet thence East along the north line of said Birch Street, 972 feet, to the point of beginning.

City Park
"Beginning at a point 75.3 feet North and 157.4 feet West from the Southeast corner of the southwest quarter of Section 22, Township 3 South Range 4 West, Salt Lake Meridian, running thence North 506 feet, thence West 1038 feet to the East line of Broadway Avenue, thence South along the East line of said Broadway Avenue 506 feet to the North line of Birch Street, thence East along the North line of said Birch Street 1038 feet to the point of beginning.

"Beginning at a point 75.3 feet North and 1275.4 feet west from the Southeast Corner of the Southwest quarter of Section 22, aforesaid; said point being the intersection of the North line of Birch Street with the West line of Broadway Avenue, and running thence North along the West line of Broadway Avenue 506 feet thence West 972 feet, thence South 506 feet to the North line of said Birch Street thence East along the North line of Birch Street, aforesaid, 972 feet to the point of beginning."

III DEFINITIONS

"Front Lot Line" as hereinafter used shall mean the boundary line of a lot on that side of said lot which abuts on a street or an avenue, provided however, in cases where two sides of the lot abut on a street and avenue and is therefore a corner lot, then the boundary line of the side that runs in a northerly and southerly direction as shown on said plat shall be the "Front Lot Line." "Side Street Line" as hereinafter used shall mean any boundary line of a lot on the side of said lot abutting on any street or avenue as shown on said plat and which boundary line is not a front lot line. "Rear Lot Line" shall mean the boundary line of a lot that is opposite and across said lot and

approximately Parallel to the front lot line of said lot. "Side Lot Line" shall mean all other boundary lines except front lot lines, side street lines and rear lot lines.

X IV USE OF LAND

ALL lots in the tract shall be known and described as residential lots and no structures or buildings shall be erected, altered, placed or permitted to remain on any lot except one detached single-family dwelling and such outbuildings as are usual and necessary to the use of such house as a dwelling and are customary to the neighborhood. Such dwelling shall not exceed two and one-half stories in height, and no garage shall exceed a capacity of two cars, whether attached or detached from said dwelling house.

V BUILDING LOCATIONS

No building of any kind shall be located on any lot nearer than 30 feet to the front lot line nor nearer than 30 feet to any side street line. No building, except a garage or other outbuilding located more than 100 feet from any front lot line, shall be located nearer than 10 feet from any side lot line,

VI LOT SIZE

No residential structure shall be erected or placed on any building plot or lot, which has an area of less than 40,000 square feet or a width of less than 100 feet at the front lot line.

VII PLANNING COMMITTEE

No building shall be erected, altered, placed or allowed to remain on any lot in this subdivision until the external design and location thereof have been approved by the planning committee. Said Committee shall consist of three persons, each of whom shall be a title holder of record of at least one lot in said subdivision. Said committee members shall be elected at an election to be held annually on the first Monday of August. Notice of said election shall be given by posting notice in three conspicuous places in said subdivision at least ten days prior to election day, stating the time and place at which the voting shall take place. Each owner of land in said subdivision shall be entitled to one vote for each lot of which he holds title, and shall cast his vote for three candidates for committee membership. There shall be no cumulative voting. The three candidates having the most votes cast in their favor shall be deemed elected and shall take office immediately upon the expiration of the terms of the old committee members. Each duly elected member of the committee shall serve from September 1st of one year to September 1st of the next succeeding year and until his successor is elected. Whenever a vacancy occurs in the committee it shall be filled for the unexpired portion of the term by the appointment of a new member by the remaining members of the committee. In the event the Committee fails or neglects to approve or disapprove the design or location of any structure within 30 days after plans therefore have been submitted to the said committee or any member thereof, then such approval will not be required and approval will be conclusively presumed. In this connection whenever any structure, construction, alteration, or placement of a structure has been completed and remained for a period of 30 days without protest, approval of the same by the committee will be conclusively presumed.

VIII BUSINESS USE

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.

IX RACIAL RESTRICTIONS

No persons of any race other than the white race shall use or occupy any building on any lot, provided, however, that this shall not prevent occupancy by domestic servants of a different race when domiciled with an owner or tenant.

X PROHIBITED DWELLINGS

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

XI Minimum Requirements

No dwelling costing less than \$2,000.00 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 not be less than 600 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, two, or two and one-half story structure.

XII EASEMENTS

An easement is reserved over the rear five feet of each lot for the purpose of erecting, locating, constructing and maintaining sewer or other pipe lines, conduits, poles, wires, ditches and all other things necessary for the conduct or performance of any public utility or quasi public utility or function, including irrigation, above, on or below the surface of the ground, and a right of access for the repairs and maintenance of the same is reserved. In this connection it is understood that ditches

for the conveyance of water for irrigation purposes will be required throughout the subdivision and easements for the construction, maintenance and repair together with the right of access thereto for those purposes may be granted from time to time by the then owner of any lot or plot.

The "rear five feet of any lot" as hereinabove used shall mean a strip five feet in width running parallel to and adjoining the rear lot line.

XIII BINDING CLAUSE

These covenants, rights, easements, reservations, and privileges shall run with the land and shall bind the Association and the American Mutual their Successors and assigns, and all parties and each of them claiming through or under them shall take and hold, agree and covenant with the Association and the American Mutual, its successors and assigns to conform to and observe the restrictions herein contained. Any or all owners of record of land in said subdivision may prosecute proceedings in law or in equity against any other owner of land in said subdivision for a violation of any of the covenants herein set forth in order to prevent or terminate such violation or to collect damage therefor.

XIV TERM

These covenants, agreements and restrictions shall remain in force until January 1, 1965, at which time said covenants will automatically be extended for periods of ten years unless by vote of the title holders of record of 55% of the land in said subdivision it is agreed to change or abandon said covenants or restrictions in whole or in part. Said vote must be taken at least ten days prior to the day that any of the above terms expire and not earlier than six months prior to the day upon which any of the above terms expire.

XV VIOLATIONS

Failure to enforce any violation or breach of any of the covenants or restrictions herein contained shall not constitute or be construed as waiver of right to enforce or sue for any other violation or breach of the same covenant or restriction, or of any of the other covenants or restrictions.

XVI SAVING CLAUSE

Invalidation of any one of these covenants or restriction by judgment, court order, or enactment of any law making body shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

Executed this 21st day of August, 1939.

INTERNATIONAL BUILDING ASSOCIATION

By Charles R. McBride
Its President

(SEAL)
Attest
W.H. FLOYD, Secretary

AMERICAN MUTUAL BUILDING & LOAN COMPANY
By Estel L. Wright
Its Vice-President

(SEAL)
ATTEST
F.J. Bradshaw, Secretary.

STATE OF UTAH)
(SS
COUNTY OF TOOELE)

On the 21st day of August, 1939, personally appeared before me Charles R. McBride and W.H. Floyd who both being by me duly sworn, did say that they were the President and Secretary respectively of the International Building Association and that said instrument was signed on behalf of said corporation by authority of a resolution of its board of directors, and said Charles R. McBride and W.H. Floyd, acknowledged to me that said corporation executed the same.

C.A. Kuchs, Notary Public for the State
of Utah Residing at Tooele
Utah.

(Seal) My commission expires Nov. 4, 1942

STATE OF UTAH)
(SS
COUNTY OF SALT LAKE)

On the 21st day of August, 1939, personally appeared before me Estel L. Wright and F.J. Bradshaw who both being by me duly sworn, did say that they were the President and Secretary respectively of the American Mutual Building and Loan Company, and that said instrument was signed on behalf of said corporation by authority of a resolution of its board of Directors, and acknowledged to me that said corporation executed the same.

Zelda Hedman, Notary Public for the
State of Utah
Residing at Salt Lake City,
Utah.

My Commission expires 9/13/42

(Seal)

#210966

Recorded at the request of Charles R. McBride on August 22, 1939 at 10:40 A.M.

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Mabel Longy
COUNTY RECORDER

4-1007.

SALT LAKE CITY 047532

THE UNITED STATES OF AMERICA,
To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Salt Lake City, Utah, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto, the claim of Amos Bevan has been established and duly consummated, in conformity to law, for the Lot thirteen of Section nineteen in Township four south of Range three west and the Lots two, three, six, and seven, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section twenty-four in Township four south of Range four west of the Salt Lake Meridian, Utah, containing Two hundred twenty one-acres and sixty five hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is therefore, granted by the United States unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said Claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

IN TESTIMONY WHEREOF, I, Franklin D. Roosevelt,
President of the United States of America, have
caused these letters to be made Patent, and the
Seal of the General Land Office to be hereunto
affixed. GIVEN under my hand, at the City of
Washington, the Fourth day of August in the year
of our Lord One thousand nine hundred and Thirty-
Nine and of the Independence of the United States
the one hundred and sixty-fourth.

By the President: Franklin D. Roosevelt
By Jeanne Kavanaugh, Secretary

R.S. Clinton, Acting Recorder
of the General Land Office

(Seal)

Recorded: Patent Number 1104262

#210967

Recorded at the request of Amos Bevan on Aug. 22, 1939 at 1:45 P.M.

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Mabel Longy
COUNTY RECORDER