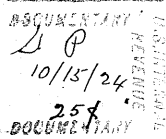


purposes as I might or could do if personally present hereby ratifying and confirming all that my said Attorney Spiros Pappas shall lawfully do or cause to be done by virtue of these presents.

In Witness Whereof, I have hereunto set my hand and seal the 21st day of ~~October~~ November, A. D. 1924,  
Signed, sealed and Delivered in the Presence of Arteme X Papaconstantinou (SEAL)  
mark

*Arteme X Papaconstantinou*  
*Seal of the American Consulate General*



CERTIFICATE OF ACKNOWLEDGMENT OF  
EXECUTION OF DOCUMENT.

GREEK STATE

(Country.)

CITY OF ATHENS

(County or other political division.)

AMERICAN CONSULATE GENERAL

(Name of consular office.)

ss:

I, C. M. Corafa, Vice Consul of the United States of America at Athens Greece, duly commissioned and qualified, do hereby certify that on this 21st day of November, 1924, before me personally appeared Arteme Papakonstantinou to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

*American Consulate General*

*American*  
*Nov 21 1924*  
*Consular Service*

\$2

*Fee Stamp*  
*Athens, Greece*

In witness whereof I have hereunto set my hand and official seal the day and year last above written.  
Not. A N No 4222

American Consulate General  
Athens, Greece. SEAL

C. M. Corafa

C. M. Corafa

Vice Consul of the United States of  
America

Fee No. 33, Two Dollars.

Recorded at request of E F Allen Dec 19 1924 at 1:25 P. M. in 3-V of L&L pages 288-289. Recording fee paid \$1.50 (Signed) Lillian Cutler Recorder Salt Lake County Utah by Zina W Cummings Deputy. S-14,163,34.

525848

DEDICATION:

Know all men by these presents:- That the undersigned, Ashton-Jenkins Company, a Utah Corporation, the owner, hereinafter called the Company, has caused to be surveyed and platted as an addition to Salt Lake City, Utah, the lands hereinafter described under the name of Upper Yale Park; and has caused the same to be subdivided into blocks, lots, triangular park, streets, avenues, drives and public ways and does hereby dedicate the streets, avenue, and park, drives and public ways as shown in the accompanying plat to the public use for the usual respective uses.

DESCRIPTION:

The following is a particular description of the lands to be embraced within the aforesaid plat or subdivision of Upper Yale Park, situate in Salt Lake City and County, State of Utah, namely:

Beginning at Southwest corner of Lot 6, Block 29, Five Acre Plat "C", Big Field Survey, running thence North 0° 01' 04" West 336. feet, thence North 89° 57' 20" East 124.86 feet, thence North 68° 09' 15" East 161.56 feet, thence North 88° 05' 57" East 136.23 feet, thence North 75° 25' 30" East 261.01 feet, thence North 49° 27' 20" East 389.51 feet, thence North 16° 54' 04" East 238.68 feet, thence North 42° 45' East 108.32 feet, thence East 415.29 feet, thence South 0° 01' 04" East 1026.34 feet, thence South 89° 57' 20" West 1518 feet to the place of beginning.

RESERVATIONS, RESTRICTIONS and COVENANTS:

The Company declares that the aforesaid lands shown on said plat above referred to are held and shall be conveyed subject to the reservations, restrictions, covenants and declarations hereinafter set forth as follows, to-wit:

1. 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 upon which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimension, except the lots specifically mentioned below and except where the Company shall designate in any deed conveying any corner lot, hereafter made by it, the street on which said corner lot shall thereafter be considered as fronting.

Lots 1 and 9, Block 2, and Lots 1 and 6, Block 4, shall be deemed to front on both streets.

The Company, in the deed to any corner lot, or at anytime with the consent in writing of the holder of the fee simple title thereto, 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" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot fronts, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets.

By "building line" as here used, is meant the line marked building line as shown on the plat or as changed by the Company in accordance with the provisions herein.

An "outbuilding", as that word is used in this statement, is intended to mean a covered structure not directly attached to the residence which it serves.

2. Use of Land

The lots shall be used for private residence purposes only, and no store, flat or apartment house though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected, and such other outbuildings as are customarily appurtenant to residences, each dwelling-house being detached and being designed for occupancy by a single family only.

3. Frontage

Every residence erected on any plot shall have appurtenant to it and not occupied by any other residence at least the number of feet of ground listed below fronting on the street on which the plot fronts, namely:

Lots 1 to 16, both inclusive, Block 1, 70 feet; Lots 17 to 22, both inclusive, said Block 1, -60-feet.

(Sixty)

All Lots in Block 2, 50 feet, excepting Lot 1 of said Block, upon which a single residence may be constructed, and also excepting Lot 5, in said Block 2, upon which a single residence may be erected.

All Lots in Block 3 to have frontage of at least 50 feet.

All Lots in Block 4 shall have 50 feet each, excepting Lots 1 and 6, in which case each of said last named lots as platted may be used for one entire residence only; also excepting Lots 2 to 5, both inclusive,

upon each of which said Lots one residence may be constructed.

in said Block 4, Lots 4 to 18, both inclusive, Block 5, 60 (Sixty) feet; Lots 19 to 31, both inclusive, said Block 5, 50 feet.

Houses on corner Lots shall have a presentable frontage on both streets.

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or to the side street, than the front building line or the side street building line of the lot or lots on which such building may be erected, as shown on the plat.

Covered or uncovered, but no enclosed, porches, or terraces, the floors of which are not higher than the 1st floor of the building, may extend beyond the front and rear building lines not more than twelve feet, or beyond the side street building line not more than ten feet, provided that steps not higher than the level of said porches or terraces, cornices, spoutings, and other ornamental projections may extend beyond said porches or terraces not more than three feet additional.

No fence or wall, except with the Company's consent in writing, shall be erected or maintained on any lot nearer a front street than the front building line of said lot.

No outbuildings, or part thereof, shall be erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding line of the lot or lots on which such outbuildings may be erected, as shown on said plat, except that garages when attached to or constructed as a part of the residence proper, may be located between the front building and the outbuilding lines.

Every building, except a greenhouse, erected on any of said lots shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

In Block 1, no outbuildings may be erected without the consent in writing of the Company, and no garage, shed or other outbuilding shall be built except within the space indicated between the front building line and the outbuilding line, as indicated on said plat.

#### 4. Garages

On Lot 1, Block 1; Lots 1 and 9, Block 2; Lots 1, 10 and 19, Block 3; Lots 1, 6 and 9, Block 4; and Lot 1, Block 5, no garage is to be constructed except as a part of the house proper, and in all cases and upon all Lots in said Block 1, all garages shall either be built as part of the residence, or attached thereto by means of lattice work, pergola or brick wall.

#### 5. Set Back From Side Property Line

No part of any building, except out-buildings, shall be nearer than five feet to the side property line of the plot upon which it is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend beyond said five foot line, but not more than three feet beyond said five foot line.

#### 6. Company's Judgment Conclusive.

The Company shall in all cases have the right to say and determine which are the front street, side street rear and side property, lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

#### 7. Minimum Cost of Residence

Any residence erected wholly or partially on any of the lots, or part or parts thereof, shall cost not less than the amount listed below, but the Company may, however, in its deed conveying any lot, designate a higher sum as the minimum costs of any such residence, and such sum so designated shall thereupon constitute the restrictive amount of such cost in lieu of the sum herein stated:-

#### X In Block 1:

Lots 1 to 16, both inclusive, \$7000.00; Lots 17 to 22, both inclusive, \$6000.00.

#### In Block 2:

Lots 1 to 5, both inclusive, \$6000.00; Lots 6 to 10, both inclusive, \$4000.00.

#### In Block 3:

Lots 1 to 9, both inclusive, \$6000.00; Lots 10 to 19, both inclusive, \$4000.00.

#### In Block 4:

Lots 1 to 6, both inclusive, \$7000.00; Lots 7 to 13, both inclusive, \$6000.00.

#### In Block 5:

Lots 1 to 18, both inclusive, \$7000.00; Lots 19 to 26, both inclusive, \$5000.00; Lots 27 to 31, both inclusive, \$4000.00.

#### 8. Ownership by Anyone Other Than White Race Prohibited

None of the lots shown on said plat shall be conveyed, leased or given to and no building erected thereon shall be used, owned or occupied by, any person not of the white race. This prohibition, however, is not intended to include the occupancy by a person not of the white race while employed in or about the premises by the owner or occupant of any land shown on said plat.

#### 9. Easements Reserved in Lots

The Company reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easements", sewer or other pipe lines conduits, poles, and wires and any other method of conducting or performing any public or quasi-public utility or function beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance.

And the Company shall have the right at any time to extinguish or vacate such easements and rights of way as to all or any portion of said property.

#### 10. Signs and Billboards Prohibited

The construction or maintenance of billboards, or advertising boards or structures, exceeding five feet square in size for the display, posting, painting, or printing of signs or advertisements on any of the lots in said plat is prohibited, except with the written consent of the Company.

#### 11. Duration

All of the restrictions herein set forth shall continue and be binding upon the respective owners of said lots and upon the Company and its successors and assigns for a period of twenty years from January 1st, 1925, and shall automatically be extended thereafter for successive periods of twenty years, subject to the right to terminate the same as hereinafter stated; the owners of the fee simple title to the lots having more than fifty per cent of the front feet of the lots shown on this plat may, however, release all, or any, of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restriction created by deed from the Company, at the end of the first twenty year period, or at any time thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing the same for record in the office of the Recorder of Salt Lake County, Utah.

#### 12. Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizin 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 action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on this plat to ~~enforce~~ 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 a right to do so thereafter.

#### 13. Company's right to Assign.

The Company may, by appropriate instrument, assign or convey to any person or corporation any or all of the rights, reservations, easements and privileges herein reserved by it and upon such assignment or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reser-

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 it, in this instrument.

IN WITNESS WHEREOF, the Company has by authority of its Board of Directors caused this instrument to be executed by its President, and its corporate seal, attached by its Secretary, to be hereunto affixed, this 18th day of December, 1924.

Ashton-Jenkins Company  
Salt Lake City, Utah  
SEAL Incorporated 1908

ASHTON-JENKINS COMPANY  
By Edward E Jenkins  
President.  
Edward M. Ashton  
Secretary.

State of Utah, )  
County of Salt Lake. )ss.

On the 18th day of December, 1924, personally appeared before me Edward E. Jenkins and Edward M. Ashton, who, being by me each severally duly sworn, each did say that the said Edward E. Jenkins is the President, and the said Edward M. Ashton is the Secretary of the Ashton-Jenkins Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and the said Edward E. Jenkins and the said Edward M. Ashton each duly acknowledged to me that said corporation executed the same.

Charles W. Gibbs  
Notary Public  
Salt Lake City, State of Utah.  
Commission Expires  
Nov. 4, 1927

Charles W Gibbs  
Notary Public,  
Residing at Salt Lake City, Utah.

My Commission Expires  
Nov 4, 1927.

Recorded at request of A E Carr Dec 19 1924 at 4:17 P.M. in 3-V of L&L pages 289-390-391. Recording fee paid \$5.70 (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. B-14, 144, 33, S-20, 4, 1 & 2, S-20, 5, 1, S-20, 6, 1.

#525959 NOTICE OF LIS PENDENS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned NEPHI SMART has this day filed an action in the District Court of Salt Lake County, Utah in which he is the plaintiff and Earl N. Smart and Martha R. Smart are defendants with the object of cancelling and rescinding certain deeds executed by the plaintiff to the defendants and with the object of recovering possession and title to the following described premises situated in Salt Lake County, Utah:

Commencing 39.3 rods West of the southeast corner of the north half of the southeast quarter of section 34 Township 1 South Range 1 East Salt Lake Basin and Meridian; thence North 27 rods, thence East 23.72 rods, thence South 27 rods to place of beginning containing 4 acres, together with water stock.

Commencing 108.09 rods West of Southeast corner of North half of Southeast quarter of section 34 Township 1 South Range 1 East Salt Lake Basin and Meridian; thence West 28.75 rods; thence North 2 rods; thence East 8.6 rods; thence North 25 rods; thence East 20.15 rods; thence South 27 rods to place of beginning; containing 3 1/2 acres together with water stock.

Dated at Salt Lake City, Utah this 3<sup>d</sup> day of December, 1924.

Nephi Smart

STATE OF UTAH )  
COUNTY OF SALT LAKE )ss.

On this 3<sup>d</sup> day of December, 1924, personally appeared before me, NEPHI SMART, the signer of the foregoing notice who duly acknowledged to me that he executed the same.

SEAL B. L. Liberman,  
Notary Public  
Salt Lake County, Utah.  
Commission Expires  
Aug. 1, 1925.

B L Liberman  
Notary Public  
Residing in Salt Lake City,  
Utah.

Recorded at the request of B. L. Liberman Dec. 22, 1924 at 11:45 A.M. in Bk. 3-V of L&L, Pg. 291. Recording fee paid \$1.10. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. D-22-90-18-19.

#525988 AFFIDAVIT

State of Utah )  
County of Salt Lake )ss:

I, H. E. Stringfellow, being first duly sworn depose and say, as follows, to-wit:  
That to my personal knowledge I know that the Lucy Day mentioned in that certain warranty deed, running from James H. Day to Lucy Day, recorded October 27th, 1893, in Book "4-L", Page 231, dated October 25th, 1893, for consideration of \$1.00, is the legal wife of the said James H. Day, grantor in aforesaid deed.

H. E. Stringfellow

State of Utah )  
County of Salt Lake )ss:

On the 16th day of December, A.D. 1924, personally appeared before me H. E. Stringfellow, the signer of the above affidavit, who duly acknowledged to me that he executed the same.

J. Forbes Done,  
Notary Public  
Salt Lake City-State of Utah.  
Commission Expires  
Apr. 23, 1928.

J Forbes Done  
Notary Public.  
Residing at Salt Lake City, Utah.

Recorded at the request of Zions Savings Bank & Trust Co. Dec. 22, 1924 at 4:29 P.M. in Bk. 3-V of L&L, Pg. 291. Recording fee paid 50¢. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. A-18-194-18.

AGREEMENT TO EXCHANGE REAL ESTATE,  
#526047 is agreement made and entered into this 20th day of November A. D. 1924, by and between Parley T. Thomsen, of Salt Lake City, Utah, as party of the First Part, and H. M. Olmstead, a real estate broker of Salt Lake City, Utah, the party of the second part:-  
WITNESSETH, that in consideration of the efforts of the said Second Party heretofore made and hereafter to be made by the said Second Party, the said First Party hereby agrees to make the real estate exchange to be after set out and described, and in the event that the said Second Party can secure the acceptance hereinsaid exchange by the other party to the exchange, the said First Party agrees to complete and carry out the same and to secure the signature of his wife to the conveyance of her dower rights.  
The said First Party agrees to purchase the following described real estate in Salt Lake County, State of Utah, as follows, to-wit:-  
Beginning at the Southeast corner of Lot One (1), Block Fifty-seven (57), Plat "B", Salt Lake City Survey; and running thence West 73.75 feet, thence North 7 1/2 rods, thence East 73.75 feet, thence South 7 1/2 rods