

Before me George A. Cassity, a Notary Public, in and for said County and State, personally appeared before me Bessie C. Generaux, Secretary of The Massey Company, Inc. a corporation, who duly acknowledged that the foregoing Resolution is a true and correct copy of the Resolution passed at a meeting of the Board of Directors of The Massey Company, Inc., a corporation, on the 12 day of January, 1938.

GEORGE A. CASSITY,
NOTARY PUBLIC
COMMISSION EXPIRES
MAR. 20, 1939
STATE OF WASHINGTON

George A. Cassity
NOTARY PUBLIC, Residing at
Bremerton, Wash.

Recorded at the request of Louis H. Callister, March 17, 1938, at 3:50 P. M. in Book #214 of Liens and Leases, Pages 158-59. Recording fee paid \$.90. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by F. E. Sarway, Deputy. (Reference: C-31, 84, 16.)

#830874

RESTRICTIONS & DEDICATION
For Blocks 1, 2, and 3
YALECREST HEIGHTS
SALT LAKE CITY, UTAH

I DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Willard Ashton and Gwendolyn D. Ashton, his wife, hereinafter called the Proprietor, have caused to be surveyed and platted the lands hereinafter described under the name of YALECREST HEIGHTS, and have caused the same to be sub-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 dedication:

Commencing at the North-east corner of Lot 15, Block 28, FIVE ACRE Plat "C", Big Field Survey and running thence South 108.87 feet, more or less, to the North line of Yalecrest Avenue; thence West 730.9 feet along the North side of said Yalecrest Avenue to the East side of 18th East Street; thence North 108.87 feet more or less to the North line of said Lot 15; thence East 730.9 feet to the place of beginning.

Also commencing at a point on the North line of Herbert Avenue 168.55 feet North from the South-east corner of Lot 16, in Block and Plat aforesaid and running thence North 246.74 feet, more or less to the South line of Yalecrest Avenue; thence West 329.79 feet along the South line of said Yalecrest Avenue to the East line of property deeded to Yalecrest Ward Corporation of the Church of Jesus Christ of Latter Day Saints by deed recorded in Book 158, page 507, of the Recorder of Salt Lake County; thence South 246.74 feet, to the North line of Herbert Avenue and thence East 329.79 feet to the place of beginning.

Also commencing at the South-east corner of Lot 16, in said Block 28, FIVE ACRE PLAT "C", aforesaid and running thence North 118.55 feet to the South line of Herbert Avenue; thence West 730.9 feet to the East line of 18th East St; thence South 118.55 feet and thence East 730.9 feet to the place of beginning, all of the above tracts of land being situated in the County of Salt Lake and State of Utah.

III RESERVATIONS, RESTRICTIONS, 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 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" shall be deemed to front on the same street, or streets as the lot or lots constituting such plot.

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

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

By "outbuilding", as that word is used in this statement, is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.

V USE OF LAND

The lots shall be used for private dwelling purposes only. No store or apartment house, no gas, oil or automobile service station, and no flat or apartment house, though intended for dwelling purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to dwellings, each dwelling house being detached and being designed for occupancy by a single family only.

No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises, or except during construction of the dwelling and for a period of not exceeding six months.

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 the particular corner lot fronts.

Any dwelling erected on any plot shall have appurtenant to it and not occupied by any other dwelling at least fifty (50) feet of ground fronting on the street or streets on which the plot fronts.

VII APPROVAL OF PLANS

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Proprietor shall have been submitted to and approved in writing by the Proprietor and a copy thereof, as finally approved, lodged with the Proprietor. In so passing upon such plans, specifications, plot plan and grading plan, the Proprietor may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

VIII OUTBUILDING REQUIREMENTS

Every building, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roof, as such dwelling. No

or streets than the building limit lines shown on the recorded plat. However the Proprietor reserves the right to change any building limit line, provided the consent of the holder of the legal title of the lot involved is first obtained, but in no event shall a building limit line be changed so as to bring it more than five (5) feet nearer any adjoining streets. However, covered or uncovered, but not enclosed, porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than twelve (12) feet, and customarily architectural appurtenances, such as cornices, bay windows, spoutings and chimneys may extend not more than four (4) feet. Steps leading to dwellings may extend beyond such building lines, provided such steps are not higher than the level of the first floor of the dwelling.

X DWELLING FREE SPACE

Except with the written consent of the Proprietor, no dwelling, including porches, attached garages, or greenhouses, but excluding cornices, spoutings, chimneys and purely ornamental projections, shall occupy more than seventy per cent of the width of the plot on which it is erected, such width to be measured along the building line nearest the respective streets on which such plot fronts.

Except with the written consent of the Proprietor, no part of the dwelling shall be erected or maintained nearer than eight (8) feet to the side property line of the plot on which the same is erected, except that cornices, spoutings, chimneys and purely ornamental projections may extend three (3) feet nearer said property line.

With the written consent of the Proprietor, the dwelling may occupy as much as eighty (80) percent of the width of the plot, as defined above, and the clearance from said lines may be reduced by not to exceed two (2) feet.

XI OUTBUILDING SET BACK

No outbuilding shall be erected or maintained on any of said lots nearer to the adjoining street or streets than the outbuilding limit lines shown on the recorded plat. However the Proprietor reserves the right to change any outbuilding limit line shown on the said plat as established on any lot, but in no event shall the building limit line shown on said plat be changed so as to bring it more than five (5) feet nearer any adjoining streets. The normal projection of cornices, spoutings, chimneys and purely ornamental projections over said outbuilding lines shall not be construed as a violation of the provisions of said section.

XII OUTBUILDING FREE SPACE

Except with the written consent of the Proprietor, the combined width of the outbuildings for one plot shall not exceed 50% of the width of the plot measured along the rear line, except that a total width of 35 feet will be permitted.

XIII COST OF DWELLINGS

Any dwelling erected wholly or partially on any of the lots or part thereof in any or all of the Blocks in said plat shall cost at least Five Thousand (\$5,000.00) Dollars.

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.

XIV RACIAL RESTRICTIONS

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 or use by persons not of the white race, while employed as servants on the property. The word "PERSON", as used herein, shall include a corporation or association, any of the stockholders of which are not of the white race.

XV EASEMENTS

No building or other permanent structure, excepting a garage, shall be erected or maintained on any part of any area indicated as "easement", but the owners of lots may erect and maintain a fence, wall or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasi-public purposes.

The Proprietor 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 conduction or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Proprietor 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.

XVI SIGNS, BILLBOARDS, &c.

The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted providing it does not exceed five square feet in size.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building limit line.

No pergola or any detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line.

No permanent provision shall be made on any lot for the raising of poultry, or the housing of cows, horses or other livestock.

No trash, ashes or other refuse may be thrown or dumped on any lot in the addition.

No radio aerial wires shall be maintained more than three feet higher than the roof of any structure, nor in front of the building limit line.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

However, the Proprietor reserves the right to waive or modify any of the above provisions set forth in this section as to any lot or lots shown on the attached plat, such waiver to bind the Proprietor, his successors and all owners of lots shown on said plat. Waiver in the manner above set forth as to any particular lot or lots shall not release the prohibition in this section as to any other lot.

XVII DURATION

All the restrictions herein set forth shall continue and be binding upon the Proprietor and upon his successors and assigns for a period of twenty (20) years from March 1st, 1938 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the legal title to the lots having more than fifty per cent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the Proprietor at the end of the first twenty (20) year period or of any successive ten (10) year period 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 County Recorder of Salt Lake County, Utah, at least five years prior to the expiration of this first twenty (20) year period, or of any ten (10) year period thereafter.

XVIII RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Proprietor, his successors and assigns, and all parties claiming by, through or under him shall be taken to hold, agree and covenant with the Proprietor, his successors and assigns, and with each of them to conform to and observe the 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, agent in respect to the breaches committed

and failure of the Proprietor or owner of owners of any lot or lots shown on this plat 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 a right to do so thereafter.

XIX PROPRIETOR'S RIGHT TO ASSIGN

The Proprietor, by appropriate instrument, may assign or convey to any person, organization or corporation and or all of the rights, reservations, easements, and privileges herein reserved by the Proprietor, and upon such assignment or conveyance being made his assignee 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 the Proprietor or him, in this instrument.

IN WITNESS WHEREOF, Willard Ashton and Gwendolyn D. Ashton, his wife, herein designated as the Proprietor, have executed the above instrument this 8th day of MARCH, A. D. 1938.

Witness
Edward M. Ashton

Willard Ashton
Gwendolyn D. Ashton

STATE OF UTAH
County of Salt Lake ss.

On this 8th day of MARCH, A. D., 1938, personally appeared before me Willard Ashton and Gwendolyn D. Ashton, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires:
Jan. 2, 1939

RICHARD E. ASHTON
NOTARY PUBLIC
COMMISSION EXPIRES
JAN. 2, 1939

Richard E Ashton
NOTARY PUBLIC Residing in
Salt Lake City, Utah.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of L. B. CARDON, March 18, 1938, at 10:55 A. M. in Book #214 of Liens and Leases, Pages 159-60-61. Recording fee paid \$6.10. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: S-33, 59, 1 to 5.)

#831019

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) to me in hand paid, receipt whereof is hereby acknowledged, and other valuable considerations moving from JOHN FREDERICK ROSE to me,

I hereby sell, assign, transfer and set over to said JOHN FREDERICK ROSE, as TRUSTEE, all my right, title and interest in and to-

(1) That certain Uniform Real Estate Contract, made and entered into the 21st day of May, 1935, by and between WALTER LLOYD as Administrator of the Estate of William Lloyd, Deceased, as seller, and SAMUEL B. NEFF and LOUISE R. NEFF, his wife, as buyer, of that certain lot, piece or parcel of land situated, lying and being in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

BEGINNING 23.60 chains East and 24.75 feet North from the Southwest corner of the Southwest quarter of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 290.4 feet; thence West 75 feet; thence South 290.4 feet; thence East 75 feet to the place of beginning.

ALSO water rights belonging to said property.

and,

(2) All my right, title and interest that I may now have or hereafter acquire in and to said lot, piece or parcel of land under and by virtue of the Decree of Distribution in the Estate of said William Lloyd, Deceased, which was and is dated July 12, 1935 and recorded in the office of the recorder of Salt Lake County, State of Utah, on the 5th day of August, 1935, in Book 143 of Deeds, at pages 518 and 519.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 17th day of February, 1938.

WITNESS:
J. F. Rose

Clara E. Lloyd

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

ON THIS Eighteenth DAY OF February IN THE YEAR ONE THOUSAND NINE HUNDRED AND THIRTY eight BEFORE ME, EMMA L. MAC HUGH, A NOTARY PUBLIC, IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED, Clara E. Lloyd, a widow, KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME is SUBSCRIBED TO THE WITHIN INSTRUMENT, AND she ACKNOWLEDGED TO ME THAT she EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE, IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

My Commission Expires
Nov. 21, 1939.

EMMA L. MACHUGH,
NOTARY PUBLIC
CITY & COUNTY OF
SAN FRANCISCO
EUREKA

Emma L. MacHugh
Notary Public in and for the City
and County of San Francisco,
State of California.

Recorded at the request of S. A. Backman, March 21, 1938, at 1:29 P. M. in Book #214 of Liens and Leases, Page 161. Recording fee paid \$1.30. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: D-32, 277, 44.)

#831025

Salt Lake City, Utah,
March 21st, 1938.

This is to certify that we the undersigned do agree to the following: that the following described property commencing at a point 42 feet west from the northeast corner of lot 6, Block 60, Plat "C", Salt Lake City survey; and running thence west 36 feet; thence south 82.5 feet; thence east 36 feet; thence north 82.5 feet to beginning. With all improvements thereon and all appurtenances thereunto belonging and all personal property in or off said place thereunto belonging to be divided equally between George A. Huntington and Chauncey B. Huntington sons of Rosetta Agnes Huntington, or their heirs in the event of either's death, at the death of said Rosetta Agnes Huntington.

The division of the above said property to be made after all liens, mortgages, taxes, or other expenses, which may accrue through care, sickness, and burial of our mother, are legally satisfied. We also agree that the family burial lot shall be properly provided with monument or markers according to her desires, including a marker for her daughter Rose Huntington Bronson

Witnesses:
A. C. Bath

George A. Huntington
Chauncey B. Huntington

Handwritten notes:
#831019
#831025
See Affidavit # 884560 in Book # 209 pages 52

Handwritten notes:
See Book of Deeds # 164 801 (p. 155) pp 308-9