

48-496
Triplett, has agreed to deliver to the Western Mortgage Syndicate the above referred to certificates of stock and subscription book and made all necessary assignments to said Western Mortgage Syndicate of all of his right, interest and title in the same in consideration that the Receiver of said corporation execute and delivery to him a release upon said \$1600.00 mortgage; that this Receiver has no money to prosecute claims or defend claims or to pay the delinquent taxes, penalties and interest and she believes that the mortgage executed by Mr. and Mrs. Dunbar in 1933 above referred to was without adequate consideration and that it is only fair and just under the circumstances to execute said release; that under the circumstances it is to the best interest of the corporation that it get possession and title to said certificates of stock and subscription book and that said release be executed and delivered to said Charles F. Triplett.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that M. Stewart, the Receiver for the Western Mortgage Syndicate, a corporation, is hereby authorized and directed to execute and deliver to Charles F. Triplett and to Blanche Triplett, his wife, a release of the herein referred to mortgage for \$1600.00 upon the property above described upon the delivery to the said Receiver by the said Charles F. Triplett certificate #111 for 200 shares of common stock of the Western Mortgage Syndicate dated March 29, 1934, certificate #111 for 1100 shares of 7% cumulative preferred stock of the said Western Mortgage Syndicate, a corporation, dated March 29, 1934, and subscription book #235 showing deposits of \$1302.00 herein referred to and an assignment to said Receiver of all the right, title and interest therein by the said Charles F. Triplett.

Dated at Ogden, Utah, this 2nd day of February, 1940.

LESTER A. WADE,
Judge.

STATE OF UTAH)
)SS.
County of Weber)

I, LAWRENCE M. MALAN County Clerk and Ex-Officio Clerk of the Second Judicial District Court of the State of Utah, in and for the County of Weber, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER AUTHORIZING RECEIVER TO RELEASE MORTGAGE, in the case of GEORGE M. FULLER, PLAINTIFF, VS. WESTERN MORTGAGE SYNDICATE, a corporation, et al, Defendants, as appears on file in my office in Ogden City.

Witness my hand and Seal, this the 6th day of February 1940.

DISTRICT COURT SECOND
JUDICIAL DISTRICT
IN AND FOR WEBER
COUNTY STATE OF UTAH

LAWRENCE M. MALAN,
Clerk
By Agnes S. Crites
Deputy Clerk

Recorded at the request of Backman & Backman, Feb 9 1940 at 11:20 A.M. in Book #213 of Liens & Leases, Pages 495 & 496. Recording fee paid \$3.20 (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah. By F.E. Samway, Deputy (Reference: C-15, 181, 20.) JH

X #874325

CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Ann Bowman, is the owner of a certain parcel of real property situate in Salt Lake County, State of Utah, and particularly described as follows:

Beginning at a point in the East line of Dearborn Street South 89° 52' West 1454.5 feet and South 0° 46' 58" East 50 feet from the Northeast corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 89° 53' 12" East 27.81 feet and South 0° 46' 58" East 562.423 feet from the City Monument at the intersection of Twenty-Seventh South and Dearborn Streets, thence South 0° 46' 58" East, along the East line of Dearborn Street, 895.4 feet; thence North 89° 52' 06" East 89.75 feet; thence North 0° 46' 58" West 895.4 feet; thence South 89° 52' 06" West 89.75 feet to the place of beginning.

AND WHEREAS, said Ann Bowman has subdivided said land into building lots in a subdivision designated and to be known as Dearborn Subdivision, and

WHEREAS, it is desired in connection with the platting and subdivision of said land and as a part of a general building plan for the benefit, protection and enjoyment of the owners of the respective lots and parcels within said area to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within such subdivision.

NOW THEREFORE, the undersigned, Ann Bowman, does hereby certify and declare that each and all of the lots within such subdivision which, upon conveyance thereof by the undersigned, be owned, held, used and enjoyed by the respective grantees thereof, their heirs, grantees and assigns, subject to the following restrictions:

(a) All lots in the said tract shall be known and described as residential lots and 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 one story in height and a private garage for not more than two cars.

(b) No building shall be erected, altered, placed or permitted to remain on any building lot in this subdivision until the external design and location thereof shall have been approved in writing by the neighborhood committee. The 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 in February of each year; notice of said election shall be given by posting notice in three conspicuous

#213 of Liens & Leases

places in said subdivision at least 10 days prior to election day, stating the time and place at which the voting is to 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; the three candidates having the most votes cast in their favor shall be elected and shall take office immediately upon expiration of the term of the old committee members. Each duly elected member of the committee shall serve from March 1 to March 1 of the succeeding year and until his successor is elected. In the event a vacancy occurs in the committee, it shall be filled for the unexpired portion of the term by the appointment of a member by the vote of the other members of the committee. However, in the event that such committee is not in existence or fails or neglects to approve or disapprove such design or location within 30 days after such plans have been submitted to it, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

(c) No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 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.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 63 feet at the front building setback line.

(e) 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.

(f) No persons 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.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding 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 used as a residence.

(h) No dwelling costing less than \$3000.00 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 700 square feet.

(i) A perpetual easement is reserved over the rear 2 1/2 feet of each lot for utility installation and maintenance.

(j) These covenants and restrictions are to run with the land and shall be binding on all the parties and grantees and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall terminate.

(k) If any owner or occupant of any parcel of land within said subdivision shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

(l) Invalidation of any one of these covenants and restrictions by the judgment, decree or order of any court of competent jurisdiction shall in no wise effect any of the other provisions and restrictions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF the said Ann Bowman has duly signed and executed the foregoing Certificate of Use Restrictions this 8th day of January, 1940.

Ann Bowman

STATE OF UTAH :
 : ss.
County of Salt Lake :

On the 8th day of January, 1940, personally appeared before me, Ann Bowman, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

My Commission Expires: April 23, 1943

ANONA K. EGAN
NOTARY PUBLIC
SALT LAKE CITY, STATE OF
UTAH

ANONA K. Egan
Notary Public
Residing at Salt Lake City Utah

Recorded at the request of Intermountain Title Guaranty Co., Feb 9 1940 at 1:35 P.M. in Book #213 of Liens & Leases, Pages 496 & 497. Recording fee paid \$2.90. (Signed) Cornelai S. Lund, Recorder, Salt Lake County, Utah. By L F Pratt, Deputy. (Reference: D-42,96,15-16.) JH

#274334 NOTICE OF MECHANIC'S LIEN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, Sugar House Lumber & Hardware Company, a Utah corporation, with its principal place of business at Salt Lake City, Utah, is now and at all times herein mentioned was engaged in the business of selling lumber and hardware, and as such furnishes said materials by contract, express or implies, and as a contractor for furnishing such materials, it hereby claims and intends to hold and claim a lien upon all those certain lands, together with all improvements thereunto belonging or situated thereon, to secure the payments of the sum of Three Hundred Eighty-One and 29/100 Dollars (\$321.29), owing to the said Sugar House Lumber & Hardware Company for materials furnished.

Mues
W. H. Pratt