

did say that he is the President of State Bank of Rock Island, a corporation of Illinois, and that said instrument was signed in behalf of said corporation ~~by authority of resolution of its Board of Directors~~, and said L. B. Wilson, acknowledged to me that said corporation executed the same.

SEAL E. E. GLOOR  
NOTARY PUBLIC  
ROCK ISLAND COUNTY, ILL.

E. E. Gloor  
Notary Public  
My Commission expires  
March 2, 1942

Recorded at the request of Allied Building Credits Inc., August 13, 1940, at 2:17 P.M., in Book #231 of Liens & Leases, pages 526-27. Recording fee paid \$1.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: D-42, 13, 41.) EC.

#886770

In the District Court, Probate Division in and for Salt Lake County, State of Utah

In the Matter of the Estate of  
VICTOR W. DAY

Deceased

LETTERS OF ADMINISTRATION

Elizabeth K. Steavens is hereby appointed Administratrix of the Estate of Victor W. Day deceased, by order of the Court.

WITNESS the Clerk of said Court, with the seal thereof affixed, this 2nd day of Aug A. D. 1940

(SEAL)

WILLIAM J. KORTH Clerk  
By PARKER B. CADY Deputy Clerk

STATE OF UTAH  
COUNTY OF SALT LAKE ) ss.

Before me WILLIAM J. KORTH Clerk of the above District Court, in and for Salt Lake County, on this 31 day of July A. D. 1940, personally appeared Elizabeth K. Steavens who being duly sworn for herself, says that she will perform according to law, the duties of Administratrix of the Estate of Victor W. Day deceased.

Subscribed and sworn to before me the day  
and year aforesaid.

WILLIAM J. KORTH Clerk  
By MARGUERITE GEORGE Deputy Clerk

(SEAL)

STATE OF UTAH  
COUNTY OF SALT LAKE ) ss.

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original LETTERS OF ADMINISTRATION IN THE MATTER OF THE ESTATE OF VICTOR W. DAY, DECEASED NO. 22758 as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 8th day of August A. D. 1940

SEAL DISTRICT COURT OF THE  
THIRD JUDICIAL DISTRICT  
SALT LAKE COUNTY STATE OF UTAH

WILLIAM J. KORTH Clerk  
By Alvin Keddington Deputy Clerk

Recorded at the request of Backman & Backman, August 13, 1940, at 3:19 P.M., in Book #231 of Liens and Leases, page 527. Recording fee paid 90¢. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: Misc. Index #3.) EC.

#886780

### A G R E E M E N T .

This Agreement made and entered into by and between John H. Debenham, Edna M. Debenham, his wife, Romney Lumber Company, a Corporation, Zion's Savings Bank and Trust Company, a corporation, Cassandra Bailey, W. Francis Bailey, her husband, Beneficial Life Insurance Company, a corporation, Louise C. Bath, Simon R. Bath, her husband, James Weston Moss, unmarried, Willard V. Woodhead, Marguerite Woodhead, his wife, ~~XXXXXXXXXX~~ Enoch A. Wallin, Logena Wallin, his wife, Donald S. Harrison, Grace Harrison, his wife, Roswell H. Coon, Eldruna W. Coon, Clifford R. Hofheins, Addie P. Hofheins, his wife, Tracy Loan and Trust Company, a corporation Heber Rumel Woolley, Naomi Woolley, his wife, and State Building and Loan Association, a corporation, which said parties constitute all of the owners of the real property situate in Salt Lake County, State of Utah, and particularly described as follows:

Beginning at a point 33 feet West and 323 feet North and 200 feet West of the Southeast corner of the Southwest quarter of Section 27, Township 1 South, Range 1 East Salt Lake Meridian; and running thence West 329.4 feet; thence South 92 feet; thence West 520 feet; thence North 84.15 feet; thence West 75 feet; thence South 103.4 feet; thence West 235.32 feet; thence South 187 feet; to the North line of 35th South Street; thence West along said North line 267.84 feet; more or less to the West line of the Louise C. Bath Property; thence North along said property line 668.25 feet; thence East 1098.16 feet; thence South 110 feet; thence East 329.4 feet; thence South 260 feet to beginning.

Whereas, certain restrictions upon the above described property have been created by certain deeds; and whereas, the parties hereto are desirous of changing these restrictions heretofore created against the title to the above described property;

Now, therefore, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally respectively covenant and agree as follows:

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1.

That all of the restrictions heretofore created by deed or deeds upon or against the title to the above described property be ~~so~~ and the same are hereby cancelled and made void and of no further effect whatsoever.

2.

That the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid property described above, is to be held, and shall be conveyed subject to the following reservations, restrictions, and covenants hereinafter set forth.

The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the above described property shall be taken and held to agree and covenant with the owners of the other lots in the above described property and with their heirs, successors and assigns to conform to, and observe the following covenants and restrictions and stipulations as to the use thereof and construction of residences and improvements thereon.

A. All property in the tract shall be known and described as residential property. 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 and one half stories in height and a private garage for not more than two cars and a chicken coop and barn which coop and barn shall not exceed 15 feet in height, 36 feet

in width and 40 feet in length and which chicken coop and barn shall not be located nearer to the front property line or side street line than 150 feet, nor nearer to side property lines than 8 feet.

B. No building shall be erected, placed, or altered on any building plot in above described property until the building plans, specifications and plot plan showing the location of such building

have been approved in writing by a majority of a committee composed of John H. Debenham, and Simon R. Bath and, Cassandra Bailey or their authorized representative, for conformity and harmony of external design with existing structures on above described property; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving member or members shall have the authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until August 1, 1947 at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C. No building shall be located on any residential building plot nearer than 25 feet to the front property line, nor nearer than 25 feet to any side street line. No building, except a garage or other outbuilding located 100 feet or more from the front property line, shall be located nearer than 10 feet to any side lot line. No building or yard for the use of animals or fowls shall be located nearer to the front property line or side street line than 150 feet.

D. No residential structure shall be erected or place on any building plot, which plot has an area off less than 10,000 square feet nor a width of less than 52 feet at the front building set back line.

E. No noxious or offensive trade or activity shall be carried on upon any of the above described property nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, provided that nothing herein shall prohibit the construction and maintenance of coops for fowls or barns for the use of cows or horses, which barns and coops shall otherwise comply with restrictions heretofore set forth in paragraph "A", and shall be located at least 150 feet back from the front property line.

F. No persons of any race other than the Caucasian race shall use or occupy any building or any of the above described property 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 the above described tract. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 725 square feet in the case of a one story structure nor less than 550 square feet in the case of a one and one-half story structure.

I. An easement is reserved over the rear five feet of each lot for utility installation and maintenances.

J. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

K. 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 subdivision to prosecute any proceedings at Law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

L. 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.

In Witness Whereof the parties hereto have hereunto set their hands this 8th day of August, 1940.

John H. Debenham  
John H. Debenham

MORRISON MERRILL & COMPANY  
By -----

Edna M. Debenham  
Edna M. Debenham

Enoch A. Wallin  
Enoch Wallin

O. D. Romney Pres  
ROMNEY LUMBER COMPANY  
By O. D. Romney Jr.

Logena Wallin  
Logena Wallin

ZION'S SAVINGS BANK AND TRUST COMPANY  
By Willard R. Smith Cashier

Donald S. Harrison  
Donald S. Harrison

Cassandra Bailey  
Cassandra Bailey

Grace Harrison  
Grace Harrison

W. Francis Bailey  
W. Francis Bailey

Roswell H. Coon  
Roswell H. Coon

BENEFICIAL LIFE INSURANCE COMPANY  
By Eugene P. Watkins Ass't Secty

Eldruna W. Coon  
Eldruna W. Coon

Louise C. Bath  
Louise C. Bath

Clifford R. Hofheins  
Clifford R. Hofheins

Simon R. Bath  
Simon R. Bath

Addie P. Hofheins  
Addie P. Hofheins

James Weston Moss  
James Weston Moss

TRACY LOAN AND TRUST COMPANY  
By James W. Collins Pres

Willard V. Woodhead  
Willard V. Woodhead

Heber Rumel Woolley  
Heber Rumel Woolley

Marguerite Woodhead  
Marguerite Woodhead

Naomi Wooley  
Naomi Wooley

STATE BUILDING AND LOAN ASSOCIA-  
TION By Junius Romney Mgr.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 8th day of August, 1940 personally appeared before me John H. Debenham, Edna M. Debenham, Cassandra Bailey, W. Francis Bailey, Louise C. Bath, Simon R. Bath, James Weston Moss, Willard V. Woodhead, Marguerite Woodhead, Enoch A. Wallin, Logena Wallin, Donald S. Harrison, Grace Harrison, Roswell H. Coon, Eldruna W. Coon, Clifford R. Hofheins, Addie P. Hofheins, Heber Rumel Woolley, Naomi Woolley the signers of the within agreement, who duly acknowledged to me that they executed the same.

My commission expires  
May 26, 1944

SEAL      L. B. CARDON  
NOTARY PUBLIC  
COMMISSION EXPIRES  
MAY 26, 1944  
SALT LAKE CITY - STATE OF UTAH

L. B. Cardon  
Notary Public, Residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 9th day of August, 1940 personally appeared before me O. D. Romney, who being by me duly sworn did say that he is the President of Romney Lumber Company, a corporation, and that said agreement was signed in behalf of said corporation by authority of a resolution of the board of directors and said O. D. Romney acknowledged to me that said corporation executed the same.

My commission expires  
May 26, 1944

SEAL      L. B. CARDON  
NOTARY PUBLIC  
COMMISSION EXPIRES  
May 26, 1944  
SALT LAKE CITY - STATE OF UTAH

L. B. Cardon  
Notary Public Residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 9th day of August, 1940 personally appeared before me Willard R. Smith, who being by me duly sworn did say that he is the Cashier of Zion's Savings Bank and Trust Company, a corporation, and that said agreement was signed in behalf of said corporation by authority of a resolution of the board of directors and said Willard R. Smith acknowledged to me that said corporation

My commission expires  
June 12 - 1944

SEAL      FRANK W. KNIGHT  
NOTARY PUBLIC  
COMMISSION EXPIRES  
JUNE 12, 1944  
SALT LAKE CITY, STATE OF UTAH

Frank W. Knight  
Notary Public, Residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 13th day of August, 1940 personally appeared before me Eugene P. Watkins, who being by me duly sworn did say that he is the Assistant Secretary of Beneficial Life Insurance Company, a corporation, and that said agreement was signed in behalf of said corporation by authority of a resolution of the board of directors and said Eugene P. Watkins acknowledged to me that said corporation executed the same.

My commission expires  
8-10-44

SEAL      MAX E. JENSON  
NOTARY PUBLIC  
COMMISSION EXPIRES  
AUG. 10, 1944  
SALT LAKE CITY, STATE OF UTAH

Max E. Jenson  
Notary Public Residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 10th day of August, 1940 personally appeared before me James W. Collins, who being by me duly sworn did say that he is the President of Tracy Loan and Trust Company, a corporation, and that said agreement was signed in behalf of said corporation by authority of a resolution of the Board of directors and said James W. Collins acknowledged to me that said corporation executed the same.

My commission expires  
5/9/44

SEAL      J. L. PREECE  
NOTARY PUBLIC  
COMMISSION EXPIRES  
MAY 9, 1944  
SALT LAKE CITY, STATE OF UTAH

J. L. Preece  
Notary Public Residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 9th day of August, 1940 personally appeared before me JUNIUS ROMNEY, who being by me duly sworn did say that he is the Secretary of State Building and Loan Association, a corporation, and that said agreement was signed in behalf of said corporation by authority of a resolution of the board of directors and said JUNIUS ROMNEY acknowledged to me that said corporation executed the same.

My commission expires  
.....

SEAL      PARLEY PETERSON  
NOTARY PUBLIC  
COMMISSION EXPIRES  
AUG. 22, 1943  
SALT LAKE CITY, STATE OF UTAH

Parley Peterson  
Notary Public. Residing at  
Salt Lake City, Utah

Recorded at the request of L. B. Cardon, August 13, 1940, at 4:09 P.M., in Book #231 of Liens and Leases, pages 527-28-29. Recording fee paid \$7.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: D-42, 68, 39-40.)

EC.

#886602

CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned are the owners of all those certain parcels of real property, situate in Salt Lake County, State of Utah, and described as follows, to-wit:

All of the following lots situate in Idlewild Addition, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah, to-wit: Lots 5, 6, 7, 8, 9, 10,

11, 18, 19, 20 and 21 Block 3, Lots 43, 44, 52 and 53 Block 4 and 8, 9, 10, 11 and 12 Block 5.

And whereas, it is desired in connection with the development of said property that a general building plan be provided for the benefit and protection of the owners of the respective parcels above described, and to provide for certain use restrictions which shall govern and control the use and enjoyment of said property,