

#231 of Liens and Leases.

MOTHER		:	Major findings:
14.	Maiden name Alma Foy	:	Of operations ...
15	Birthplace Ohio	:	Of autopsy
	(City, town, or county) (State of foreign country)	:	Physician
16 (a)	Informant's own signature Mrs. George B. Earl	:	Underline the cause to which death should
(b)	Address 1441 Ramona Avenue	:	be charged statistically
17. (a)	Burial (Burial, cremation, or removal	:	22. If death was due to external causes, fill in the
(b)	Date thereof March 25, 1936	:	following: (a) Accident, suicide, or homicide
	(Month) (Day) (Year)	:	(specify) (b) Date of occurrence...
(c)	Place: burial or cremation Mt. Olivet Cemetery	:	(c) Where did injury occur? ..
18. (a)	Mortuary Larkin Mortuary Co.	:	(City or town) (County) (State)
(b)	Signature of funeral director	:	(d) Did injury occur in or about home, on farm,
(c)	Address Salt Lake City (d) License No. ...	:	in industrial place in public place....
(e)	Was body embalmed? ... (f) Embalmer's License No. ...	:	(e) While at Work? (Specify type of place)
19. (a)	March 25, 1936 (b) T. J. Howells, M. D.	:	(f) Means of injury ...
	(Date received by local registrar) Registrar's	:	23. Signature E. L. Skidmore, M. D. (M.D or other).
	Signature)	:	Mar. 23 1936 Address Medical Arts Bldg., S.L.C.

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

I, J. L. Jones, M. D., State Health Commissioner and State Registrar of Vital Statistics, do hereby certify that the within and foregoing record of death is a true and correct copy of the original certificate of death of ALICE KATHERINE RONAN BADDLEY now on file in the office of the Utah State Board of Health at Salt Lake City, Utah, and made of record in said office.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the Utah State Board of Health this 21st day of September A. D. 1940.

mh

UTAH STATE BOARD OF HEALTH
SEAL SEAL

J. L. Jones
State Health Commissioner and
State Registrar of Vital Statistics.

On the margin: Lots 6 & 7 Blk. 1 Emerson Heights ADD.

Recorded at the request of H. A. Baddley, September 25, 1940, at 1:18 P.M., in Book #231 of Liens and Leases, pages 604-05. Recording fee paid \$1.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: S-32, 240, 36; Misc. Index #3.) EC.

#889552

BUILDING RESTRICTIONS

CANNON BENEFICIAL REALTY COMPANY, a corporation organized and existing under the laws of the State of Utah with its principal place of business at Salt Lake City, Utah, the record owner of the following described property situate in Salt Lake County, State of Utah:

Lots 2 to 6, both inclusive, in Block 1; Lots 1 to 5, both inclusive, in Block 2; Lots 1 to 5, both inclusive, in Block 3, all in Sunnyside Park and Lots 8 to 12, both inclusive, Lots 15 to 19, both inclusive, Lots 25 to 30, both inclusive, Lots 33, 34, 37, 38 and North one-half of Lot 39 in Block 17, Subdivision Park Crescent and Lots 13 to 24, both inclusive, in Block 28, Subdivision Part Crescent. Also the South 4 feet of Lots 13 and 36, Block 28, Subdivision Park Crescent.

for a valuable consideration does hereby covenant and agree with each and every purchaser of lots in the above described property that:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision 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 George M. Cannon, Jr., Slack W. Winburn and Dr. Leslie J. Paul, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback line. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representatives 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

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their authorized representative shall act without compensation. Said committee shall act and serve until January 1, 1950, 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 thirty-(30) feet to the front lot line. No building, except a garage or other outbuilding located eighty-five feet or more from the front lot line, shall be located nearer than eight 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 Seventy-five Hundred square feet nor a width of less than sixty 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 tenants.

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 Six Thousand Dollars 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 be not less than Eleven Hundred square feet in the case of a one-story structure nor less than Seven Hundred/fifty square feet in the case of a one and one-half, two, or two and one-half story structure.

I. These covenants are to run with the land and shall

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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.

J. 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.

K. Invalidation of any 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, Cannon Beneficial Realty Company has caused these presents to be signed by its President hereunto duly authorized and has caused its corporate seal to be hereunto affixed this 31st day of May, 1940.

CANNON BENEFICIAL REALTY CO.
INCORPORATED
DEC. 20, 1912
SALT LAKE CITY UTAH

CANNON BENEFICIAL REALTY COMPANY
George M. Cannon, Jr., President
George M. Cannon, Jr., President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 31st day of May, 1940, personally appeared before me George M. Cannon, Jr. who being by me duly sworn did say that he is the President of Cannon Beneficial Realty 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 said George M. Cannon, Jr., acknowledged to me that said corporation executed the same.

My Commission Expires:
May 16, 1944

DOROTHY RAE HARMER
NOTARY PUBLIC
COMMISSION EXPIRES
MAY 16, 1944
SALT LAKE CITY, STATE OF UTAH

Dorothy Rae Harmer
Notary Public Residing at
Salt Lake City, Utah

Recorded at the request of Cannon Beneficial Realty, September 25, 1940, at 2:16 P. M., in Book #231 of Liens & Leases, pages 605-06. Recording fee paid \$3.00. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: S-23, 52, 6; S-22, 138, 21; S-23, 42, 22; Misc. Index #3.) EC.

#889553

BUILDING RESTRICTIONS

CANNON BENEFICIAL REALTY COMPANY, a corporation organized and existing under the laws of the State of Utah with its principal place of business at Salt Lake City, Utah, the record owner of the following described property situate in Salt Lake County, State of Utah:

Lots 20 to 24, both inclusive, of Block 17; Lots 1 to 12, both inclusive, Block 28; Lots 1, 2, 21, 22 and the South half of Lot 20, Block 29, Lots 5, 6, 10, 11, and 12, Block 30; all in Subdivision Park Crescent and all of Lots 6, 7, 8 and the West 47.4 feet of Lot 9, Block 3, Sunnyside Park.

for a valuable consideration does hereby covenant and agree with each and every purchaser of lots in the above described property that:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision 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 George M. Cannon, Jr., Slack W. Winburn and Dr. Leslie J. Paul, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representatives 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

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their authorized representative shall act without compensation. Said committee shall act and serve until January 1, 1950, 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 thirty-five feet to the front lot line. No building, except a garage or other outbuilding located eighty-five feet or more from the front lot line, shall be located nearer than eight 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 five thousand square feet nor a width of less than fifty 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 Forty-Five Hundred Dollars 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 be not less than nine hundred square feet in the case of a one-story structure nor less than Seven Hundred Fifty square feet in the case of a one and one-half, two, or two and one-half story structure.

I. These covenants are to run with the land and shall

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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.

J. 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. K. Invalidation of any 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, Cannon Beneficial Realty Company has caused these presents to be signed by its President hereunto duly authorized and has caused its corporate seal to be hereunto affixed this 31st day of May, 1940.

CANNON BENEFICIAL REALTY CO.
INCORPORATED
DEC. 20, 1912
SALT LAKE CITY UTAH

CANNON BENEFICIAL REALTY COMPANY
George M. Cannon, Jr., President
George M. Cannon, Jr., President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 31st day of May, 1940, personally appeared before me George M. Cannon, Jr. who being by me duly sworn