

#231 of Liens and Leases.

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 SEAL
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 SEAL
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.)

#689553

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 as 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 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

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.

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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 2:17 P.M., in Book #231 of Liens and Leases, pages 606-07. Recording fee paid \$2.90. (Signed) Cornelia S. Lund, Recorder Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: 8-23, 42, 23; 9-23, 52, 7; 8-23, 53, 31; 8-22, 138, 22; Misc. Index #3.) E.C.

#889554

UNIFORM REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 20th day of January, A. D. 1940, by and between Anna M. Bartholomew hereinafter designated as the Seller, and Lorenzo M. Hicks hereinafter designated as the Buyer, of Salt Lake City, Utah

WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Salt Lake, State of Utah, to wit:

All of Lots 12, 13 and 14, Block 4, Homestead Plat "A", being a subdivision of Lots 5 and 14, Block 30, and part of Lot 14, in Block 31, Ten Acre Plat "A", Big Field Division, Salt Lake City, Utah. Said buyer hereby agrees to enter into possession and pay for said described premises the sum of Twelve Hundred and No/100 dollars, payable at office of Seller in Salt Lake City, Utah, strictly within the following times, to wit: One Hundred Fifty and No/100 dollars cash, the receipt of which is hereby acknowledged; and \$100.00 cash at the time of the delivery of this contract and \$15.00 or more, on or before the 1st day of May 1940 and \$15.00 or more, on or before the 1st day of each following month, until May 1, 1943, at which time the balance of unpaid principal and interest shall become due and payable.

Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from date on all unpaid portions of the purchase price at the rate of 6 per cent per annum, payable monthly.

It is understood and agreed that if the seller accepts payments from the buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated. All payments made by the buyer on this contract in excess of the payments herein stipulated, may, at the option of the buyer, be applied on future payments.

The seller is hereby given the option to execute and maintain a loan secured by mortgage upon said property of not to exceed \$850.00 bearing interest at the rate of not to exceed 6 per cent. When the principal has been reduced to the amount of the loan and mortgage, the seller agrees to convey and the buyer agrees to accept title to the above described property subject to said loan and mortgage.

The Buyer agrees upon written request of the Seller to make application to any reliable mutual building society or loan company for a loan of such amount as can be secured under the regulations of said society and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payment required by the building society and otherwise, shall not exceed the monthly payments as outlined above.

The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: None

The Buyer agrees to pay the general taxes after the year 1939

The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company, acceptable to the Seller to the amount of three-fourths of their value or (\$500.00), and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if he elects so to do, then the Buyer agrees to repay the Seller upon demand all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of 3/4 of one per cent per month until paid. In the event buyer should default in the payment of any installment when due, the whole sum of principal and interest shall, at the option of seller, become immediately due and payable.

In the event of a failure to comply with the terms hereof by the Buyer, or upon failure to make any payments when the same shall become due, or within 30 days thereafter, the Seller shall, at his option, be released from all obligations in law and equity to convey said property and all payments which have been made therefor on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller. It is agreed that time is the essence of this agreement.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

The Buyer, his heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract of title insurance, at the option of the Seller, brought to date at time of sale or at time of delivery of deed at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing, this agreement, either by suit or otherwise, including a reasonable attorney's fee.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Anna M. Bartholomew The Seller
Lorenzo M. Hicks The Buyer

Signed in the presence of

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**SALT LAKE COUNTY RECORDER****List of Document Orders Requested**

OrderID	Entry Number	Book	Page	Doc. Type	Req. Comments	Certified	Company	Contact Person	Phone	Email	Req. Date
3483	889553	231	606		CCR		COTTONWOOD TITLE	BRANDON OWENS	801-424-6443	bowens@cottonwoodtitle.com	6/22/2018