

and running thence East 57 feet, thence South 502 feet, thence East 130 feet, thence South 429.76 feet, thence West 187 feet, thence North 931.76 feet, to the point of beginning; together with all water rights appurtenant thereto. said Materialman's Lien being recorded on June 17, 1926, in the records of Salt Lake County, Utah, at pages 475-76 of Book 3-X of Liens and Leases, together with the debt thereby secured, is fully paid, satisfied and discharged.

Dated this 7th day of August, A. D. 1926.

MORRISON, MERRILL & CO.,
By Joseph Johnson,
Treasurer.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 7th day of August, 1926, personally appeared before me Joseph Johnson, who being by me duly sworn did say:

That he is an officer to-wit, the Treasurer of Morrison, Merrill & Co., and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Joseph Johnson acknowledged to me that said corporation executed the same.

My Commission expires:
11/23/28.

W. F. Core,
Notary Public
Salt Lake County, Utah.

W F Core
Notary Public.
Residing at Salt Lake City, Utah

Recorded at request of Fletcher Lucas Invt Co Aug 9 1926 at 12:35 P. M., in Bk 3-Y of L & L Pgs 213-14. (Signed) Lillian Cutler Recorder Salt Lake County, Utah. By R G Collett Deputy. D-21,133,8.

#566192

COUNTRY CLUB ACRES
Restrictions for Protection of
the Home Owner
DEDICATION

Know All Men By These Presents:

That the undersigned, The Kayes Land Company, a Colorado Corporation, the owner, hereinafter called the Company, has caused to be surveyed and platted as an addition to Salt Lake City, Utah, the lands hereinafter described under the name of Country Club Acres; and amended plat of Country Club Acres, and has caused the same to be subdivided into blocks, lots, streets, avenues, drives and public ways, and does hereby dedicate the streets, avenues, drives and public ways as shown in the accompanying plat to the public use.

The areas indicated on the map as "Park" are reserved for the use of the residents of the district as park land. The title of these areas is reserved to the Company but with the right to transfer said title at any time to such organization or municipality as will undertake the proper permanent maintenance of said tracts.

DESCRIPTION

The following is a particular description of the lands to be embraced within the aforesaid plat or subdivision of Country Club Acres, and amended Plat of Country Club Acres, situated in Salt Lake City and County, State of Utah, namely:

Commencing 165 feet South of the Northeast corner of the Northwest quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, running thence South 3,374.25 feet, thence North 74° 45' West 528 feet, thence North 99 feet, thence North 82° West 490.05 feet, to the East line of the land formerly owned by Paul A. Elkins, thence South along the East line of land formerly owned by Paul A. Elkins 99 feet, to the Southeast corner of said Elkins land, thence South 47° West 171 feet, thence South 83° 13' West 100 feet, thence North 84° 25' West 295.2 feet, thence North 28° 05' West 266.6 feet, thence North 65° 40' West 82.5 feet, thence North 56° West 354.8 feet, thence North 32° West 214.5 feet, thence North 9° East 123.7 feet, thence North 21° 18' West 149.7 feet, thence North 89° 49' East 388.6 feet to the East side of a 6-road street, thence North on the East line of said street, 2069.76 feet, more or less, to a point on said street directly West of the Southwest corner of the land, heretofore deeded by the Deseret Woolen Mills Company for school lands to the Southeast corner thereof, thence North along the East line of said school land 270.6 feet, thence East 1389.3 feet, more or less, to the place of beginning.

RESERVATIONS, RESTRICTIONS AND COVENANTS

The Company declares that the aforesaid lands shown on said plats above referred to are held and shall be conveyed subject to the reservations, restrictions, covenants and declarations hereinafter set forth as follows, to-wit:

1. 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 upon which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimension, except the lots specifically mentioned below and except where the company shall designate in any deed conveying any corner lot, hereafter made by it, the street on which said corner lot shall hereafter be considered as fronting.

Lot 1, Block 11, Lot 1, Block 12, Lot 1, Block 16, Lots 1 and 9, Block 17, Lot 8, Block 18, Lot 14, Block 19, shall be deemed to front on both streets.

The Company, in the deed to any corner lot, or at any time with the consent in writing of the holder of the fee simple 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" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot fronts, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets.

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

An "outbuilding," as that word is used in this statement, is intended to mean a covered structure not directly attached to the residence which it serves.

The word "street" as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace, or court as shown on the plat.

2. Use of Land

The lots shall be used for private residence purposes only, and no store, automobile, gas, oil, or service station or business house, flat or apartment house, though intended for residence 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 residences, each dwelling house being detached and being designed for occupancy by a single family only except as hereinafter specifically provided.

3. Approval of Plans

No building, fence, wall or other structure shall be commenced, erected or maintained, or shall any addition thereto or change or alterations therein be made, until plans and specifications, plat plan and

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grading plan therefore, or information satisfactory to the Company, shall have been submitted to and approved in writing by the Company and a copy thereof, as finally approved, lodged with the Company. In so passing upon such plans, specifications, plot plan and grading plan, the Company 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.

4. Frontage

Every residence erected on any plot shall front or present a good frontage on the street or streets on which said lot fronts.

All lots in Block 1 to 10 both inclusive shall be deemed to face East or West.

Houses on corner lots shall have a presentable frontage on both streets.

Every residence erected on any plot shall have appurtenant to it and not occupied by any other residence at least 70 feet of ground fronting on the street or streets on which the plot fronts, except as listed below.

Lots 2 to 9 inclusive, Block 12, 80 feet.

Lot 12, Block 14, Lots 2 to 8 inclusive, Block 11, 90 feet.

Lot 16, Block 13, all lots in Block 19, except Lot 14, Lots 1 to 7 and 9 to 14 inclusive, Block 18, Lots 2 to 8 and 10 to 15 inclusive, Block 17, Lots 2 to 11, Block 16, 100 feet.

Lot 1, Block 11, Lot 9, Block 17, 150 feet.

Lot 8, Block 18, and Lot 1, Block 12, Lot 14, Block 19, 150 feet on each street measured to the intersection of the front property lines produced.

Lot 1, Block 17, 125 feet on each street.

Lot 1, Block 16, 275 feet measured on curve around front property line.

5. Set Back of Residence From Street line

No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the front building limit line or the side building limit line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the Company may, in the fee simple title to such lot, change said building limit lines, or at any time thereafter, with the consent in writing of the then record owner of the fee simple title to such lot, change said building limit lines, or may change the building limit lines which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front or side building limit line more than five feet nearer to the front or side street.

Covered or uncovered, but not enclosed, porches, balconies, portecocheres and terraces, may extend beyond the front building limit line not more than twelve feet, or beyond the side building limit line not more than ten feet. Bay or other windows, vestibules, and stairway landings, other than full two-story windows, vestibules and landings; cornices, spoutings, chimneys or other similar projections may extend not more than four feet beyond the front building limit line and not more than four feet beyond the side building limit line. Steps not higher than the level of the first floor may extend beyond the front or side building limit line. By building limit line as here used is meant the building limit line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

6. Free Space

No part of any residence shall be erected or maintained on any of the lots in this addition nearer than 6 feet to the side property line of the plot upon which it is erected, in portions of this addition where the required minimum frontage for a plot is less than 90 feet, or nearer than 10 feet to the side property line where the required minimum frontage for a plot is 90 feet or more; except that cornices, spoutings, chimneys and purely ornamental projections may extend four feet nearer said side property line; provided that no residence, including attached garages, attached greenhouses, enclosed or unenclosed porches, but exclusive of projections listed above, shall occupy more than 80 per cent of the width of plot measured at the front building limit line. It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of the Company, be increased by not to exceed 10 per cent of the width of any such plot, measured as above provided. It is further provided, that the required setback from the side lines of the lot as herein provided may, with the consent in writing of the Company, be reduced by not to exceed 33 1/3 per cent of the amount of such required set-back; provided, however, that this reservation shall in no way whatever effect the provision relative to the change in said building line as set forth in Section 5 herein.

7. Set Back of Out- buildings from Street

No outbuildings, exclusive of cornices, spoutings, chimneys and purely ornamental projections, shall be erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding limit line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, however, that the Company, in the deed to any of said lots, may change said outbuilding limit line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding limit line, or may change the outbuilding limit line which it may have established by said deed; provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding limit line shown on said plat; and provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding limit line shown on this plat, without the consent in writing of the then record owner of the fee simple title to the contiguous lot or lots which fronts or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding limit line shown on this plat, without the consent in writing of the then record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every building, except a greenhouse, erected on any of the lots in Blocks 1 to 10, both inclusive, shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant. And every building, except a greenhouse, erected on any of the lots in Blocks 11 to 19, both inclusive, unless otherwise consented to in writing by the Company, shall both correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior material as such residence.

8. Outbuilding Regulations

No outbuildings, exclusive of greenhouses, and exclusive of cornices, spoutings, chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 per cent of the width of the plot upon which said outbuildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than 35 feet without the consent in writing of the company. In the case of more than one such outbuilding being erected on any plot, the combined width of such outbuildings shall not exceed the width provided for by this section for a single outbuilding; any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of the Company; provided, further, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further

provided, however, that the maximum combined width of such outbuildings may, with the consent in writing of the Company be increased by not to exceed 10 per cent of the width of the plot; measured along the rear line thereof; and provided, further, that the width of any outbuilding other than ground bases, may with the consent in writing of the Company be increased by not to exceed 10 per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided that on corner lots having an angle or angles in the outbuilding limit lines, the outbuildings may be erected to such width as the space allows, provided they do not exceed the maximum width listed above.

On lots 1 to 18 inclusive and lot 19, Block 19, no detached garage or outbuilding shall be built without the consent of the Company.

9. Company's Judgment Conclusive

The Company shall in all cases have the right to say and determine which are the front street, side street, rear and side property lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

10. Required Cost of Residences

Any residence erected wholly or partially on any of the said lots, or part or parts thereof, shall cost not less than the amount listed below:

In Block 1.	On Lots 1 to 4, both inclusive, \$6,000.00.
In Block 2.	On Lots 1 to 6, both inclusive, \$6,000.00.
In Block 3.	On Lots 1 to 6, both inclusive, \$6,000.00.
In Block 4.	On Lots 1 to 6, both inclusive, \$6,000.00.
In Block 5.	On Lots 1, 2, 3 and 6, \$5,000.00. Lots 4 and 5 in Block 5, may be used for commercial purposes.
In Block 6.	On Lots 1, 5 and 6, \$6,000.00. On Lots 2, 3 and 4, \$7,000.00
In Block 7.	On Lots 1 to 6, both inclusive, \$7,000.00.
In Block 8.	On Lots 1 to 6, both inclusive, \$7,000.00.
In Block 9.	On Lots 1 to 6, both inclusive, \$7,000.00.
In Block 10.	On Lots 1, 5 and 6, \$7,000.00. On Lots 2, 3 and 4, \$6,000.00.
In Block 11.	On Lots 1 to 4, both inclusive, \$6,000.00. On Lots 5 to 8, both inclusive, \$8,000.00.
In Block 12.	On Lots 2 to 9, both inclusive, \$8,000.00. On Lot 1, \$10,000.00.
In Block 13.	On Lots 2 to 14, both inclusive, \$8,000.00. On Lots 1 and 15, \$10,000.00.
In Block 14.	On Lots 2 to 17, both inclusive, \$8,000.00. On Lots 1 and 18, \$10,000.00.
In Block 15.	On Lots 10 to 19, both inclusive, \$6,000.00. On Lots 2 to 9, both inclusive, \$8,000.00. On Lots 1 and 20, \$10,000.00.
In Block 16.	On Lots 1 to 11, both inclusive, \$10,000.00.
In Block 17.	On Lots 1 and 10 to 15, both inclusive, \$10,000.00. On Lots 2 and 5 to 7, both inclusive, \$7,500.00. On Lots 3 and 4, \$6,500.00. On Lots 6 and 9, \$8,000.00.
In Block 18.	On Lots 9 to 14, both inclusive, \$7,500.00. On Lots 1 to 8, both inclusive, \$10,000.00.
In Block 19.	On Lots 1 to 15, both inclusive, \$10,000.00.

11. Ownership or Occupancy by anyone Other Than the White Race

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 by a person not of the white race while employed on the premises.

12. Easements Reserved in Lots

The Company 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 conducting 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.

And the Company 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.

13. Signs, Billboards and Miscellaneous Structures

The construction or maintenance of billboards or advertising boards or structures, exceeding five square feet in size for the display, posting, painting or printing of signs or advertisements on any of the lots in said plat is prohibited, except with the written consent of the Company.

No tank for the storage of oil may be maintained on any of the lots above the surface of the ground without the consent in writing of the Company.

No fence or wall, except with the Company's consent in writing, shall be erected or maintained on any lot nearer a front street than the building limit line on said lot.

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of the Company.

14. Duration

All the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty years from January 1st, 1927, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of the fee simple title to the lots having more than fifty per cent of the front feet 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 Company at the end of the first twenty-year period or of any successive ten-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 Recorder of Salt Lake County, Utah, at least five years prior to the expiration of this first twenty-year period, or of any ten-year period thereafter.

15. Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe 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, except in respect to breaches committed during its, his or their seizing of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or owner or owners of any other 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.

16. Company's Right to Assign

The Company, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made its assigns 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 them, or it, in this instrument.

In witness whereof, the Company has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary to be hereunto affixed, this 2nd day of August, 1926.

Attest: Wm I Howbert Secretary The Hayes Land Company, Colorado Incorporated 1912 Seal (Signed) The Hayes Land Company By Irving Howbert President.

State of Colorado,) ss. County of El Paso,) On this 2nd day of August, A.D. 1926, personally appeared before me Irving Howbert and William I. Howbert, who being by me duly sworn did say, that they are the President and the Secretary of the Hayes Land Company, a corporation of the State of Colorado, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Irving Howbert and William I. Howbert acknowledged to me that said corporation executed the same.

My Commission expires Nov. 17, 1929. Benjamin E. Sutton Notary Public, El Paso County, Colo. Benjamin E. Sutton Notary Public, Residing at Colorado Springs, Colo.

Recorded at the request of Ashton Jenkins Co. Aug. 11, 1926 at 3:40 P.M. in Bk. 3-Y of L&L, Pgs. 214-15-16-17. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by Zina W. Cummings, Deputy. S-9-41-11 to 16; 42-5; 43-13; 44-38; 45-18; 46-3; 47-27; 48-17.

NOTICE OF LIEN. #566207 TO WHOM IT MAY CONCERN: Notice is hereby given that the undersigned, Harry J. Coleman, doing business as Coleman Painting Company, and residing at Salt Lake City, Salt Lake County, State of Utah, hereby claims and intends to hold and claim a lien upon that certain land and premises owned and reputed to be owned by GEORGE WHARTON, and situate, lying and being in Salt Lake City, Utah, described as follows: The South fifty feet of Lots 29, 30 and 31, Block 19, Douglas Park Subdivision, Salt Lake City, Utah, and located at the northeast corner of Michigan Avenue and 17th East Streets, Salt Lake City, together with the improvements situated thereon, to secure the payment of the sum of \$426.00, less \$200.00 heretofore paid, being a balance of \$226.00, owing and to become owing to the undersigned for work, labor and material furnished to and used upon, and to be furnished to and used upon, the painting and decorating of the house being constructed upon said land; that said work, labor and services and material were furnished to do said work by the undersigned as a principal contractor; that said indebtedness accrued and the undersigned furnished said materials to said George Wharton, who was the owner and reputed owner of said premises aforesaid under two separate contracts as follows: An express contract made between the said George Wharton and the undersigned on April 1, 1926, by the terms of which the undersigned did agree to furnish the necessary work, labor and materials to do the painting and finishing of floors in the house then being built upon said premises for the sum of \$300.00, payable as the work progressed, unpaid balance to be paid on completion of the work. An implied contract made between the said George Wharton and the undersigned on May 8, 1926, the said George Wharton requested the undersigned to do the necessary paperhanging and decorating in said house and agreed to pay the reasonable value thereof. That the undersigned, under said express contract to paint said house did furnish the first materials and do the first work on the 1st day of April, 1926, and did the last work thereon on the 12th day of June, 1926; that at said last mentioned date the painting of said house was completed but the floors were not finished for the reason that the said George Wharton had not prepared said floors for finishing, and said work of finishing said floors was delayed on that account, with the consent, and upon the request of said George Wharton. That the reasonable value of work labor and material necessary to finish said floors is the sum of \$15.00; that the reasonable value of work and materials heretofore finished is the sum of \$285.00.

That the undersigned, under said express contract to wallpaper and decorate said house did furnish the first materials and do the first work on the 12th day of June, 1926, and did the last work thereon on the 9th day of August, 1926; that on said last mentioned date said work was entirely completed; that the reasonable value of the work done and material furnished between said dates is the sum of \$126.00. That the said George Wharton paid \$200.00 on May 8, 1926, on account of the painting contract, leaving a balance owing to the undersigned of \$211.00 for work already done, after deducting all just credits and offsets, and for the sum of \$15.00 for work yet to be done, for which amounts the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, Title 62, Compiled Laws of Utah, 1917.

State of Utah,) ss. County of Salt Lake,) Harry J. Coleman being first duly sworn, says that he is the claimant in the foregoing Notice of Lien; that he has read said notice and knows the contents thereof; and that the same is true of his own knowledge. Harry J. Coleman.

Subscribed and sworn to before me this 10th day of August, 1926. My commission expires October 7, 1926. H. A. Smith Jr. Notary Public Salt Lake City-State of Utah. Commission expires Oct. 7, 1926. H A Smith Jr. Notary Public, Residing at Salt Lake City Utah

Recorded at request of H A Smith & Son Aug 12 1926 at 11:05 A. M., in Bk 3-Y of L & L Pg 217. (Signed) Lillian Cutler Recorder Salt Lake County, Utah. By R G Collett Deputy. S-9-113-29 & 30.