

RECORDED NO. 60043G RECORDED Feb. 3, 1959
FEE \$ 6.20 TIME 9:50 AM BOOK 122 PAGE
CORAL L. NIELSON - BOX ELDER COUNTY RECORDER

Release of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

Melissa M. Petersen

do hereby certify and declare that a certain Mortgage bearing date the sixth day of September one thousand nine hundred and fifty six

made and executed by H. Sanford Smith and Mildred Smith, his wife

parties of the first part thereof, to Melissa M. Petersen the party of the second part therein was recorded September 7, 1956, in Book 105 of Records at page 613 in the office of the County Recorder of Box Elder County, State of Utah (and together with the debt thereby secured, is fully paid, satisfied and discharged.

Witness the hand of the said mortgagee this 15th day of January, 1959.

Signed in Presence of

Mary B. Peterson

Melissa M. Petersen (SEAL)

_____ (SEAL)

STATE OF UTAH, County of Box Elder. ss.

On the 15th day of January, A. D. one thousand nine hundred

and fifty nine personally appeared before me Melissa M. Petersen

the signer of the foregoing instrument who duly acknowledged to me that she executed

Carroll B. Wilson
Notary Public.

My residence is Brigham City, Utah

My commission expires April 28, 1962

RECORDED NO. 60044G RECORDED
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CORAL L. NIELSON - BOX ELDER COUNTY RECORDER

PROTECTI

KNOW ALL MEN BY THESE PRESE

That the undersigned, being the o described as follows:

LINDSAY PARK, Plat I, a su County of Box Elder, State of record in the office of the Cou

do hereby establish the nature of the said subdivision and that all convey the following conditions, restriction

LAND USE A

No lot shall be used except for re erected, altered, placed, or permit detached single-family dwelling and a private garage or carport for not

DWELLING COST

No dwelling shall be permitted o based upon cost levels prevailing o being the intention and purpose of t shall be of a quality of workmanship better than that which can be produ recorded at the minimum cost state dwelling size. The ground floor ar porches and garages, shall be not l dwelling, nor less than 1,000 top fl one-story.

APPR

a. No building shall be erected construction plans and specificatio and approved in writing as to confic as not interfering with the responsa a committee composed of CLAUDE HANSEN. a majority of the comm for it. No fence or wall shall be e to any street than the minimum bu approved.

b. In the event of death or resi the remaining members shall have and neither the members of a com shall be entitled to any compensati covenant.

c. At any time, the then recor the power through a duly recorded ship of the committee or to windr

restore to it any of its powers and duties.

d. Failure by said committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of this declaration.

IV.
BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, caves, steps, and open porches, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

V.
EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

VI.
LOT AREA

No dwelling shall be erected or placed on any lot having an area of less than 8,000 square feet.

VII.
NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VIII.
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, bar, or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

IX.
TERM OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are so recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years

unless an instrument signed by
been recorded, agreeing to ch

Enforcement shall be by
person or persons violating o
restrain violation or recover

Invalidation of any one o
shall in no wise affect any of
force and effect.

The above various restr
declaration are declared to co
servitudes for the perfection
division and failure by the De
so to do to enforce any measu
stop or prevent enforcement o

Protective screening ar
plat including a ten (10) foot st
boundary of Blocks 1 and 2, an
said subdivision. Planting, fe
the entire length of such areas
own expense to form an effect
area. No building or structur
drainage facilities shall be pl
vehicular access over the are
installation and maintenance

IN WITNESS WHEREOF
this instrument this 20

R. L. Mack Fisher

Leah J. Fisher

William Jack Hanson

CALIFORNIA
STATE OF UTAH)
County of MARBLE) ss.

On the 19th day of JANUARY, 1958, personally appeared before me ROBERT F. FRIEDLAND, who being by me duly sworn, did say that he is the President of Friedland Construction Co., Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT F. FRIEDLAND acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC,
Residing in:

My Commission Expires:
May 27, 1959

STATE OF UTAH)
County of Box Elder) ss.

On the 30th day of December, 1958, personally appeared before me [Signature] and [Signature] his wife; [Signature] and [Signature] his wife; [Signature] and [Signature] his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC,
Residing in:

My Commission Expires:
1/15/60



Lester A. Hubbard and his wife,
Utah; Alvin Glenn Hubbard and his wife,
and his wife, Virginia Hubbard, of C
claim to Gordon B. Nicholas and Eva
and not as tenants in common, with
of One Dollar and other good and val
cribed tracts of land in Box Elder C

Office Tract 55A:

A tract of land in the So
of Section Twenty seven (27)
Two (2) West, Salt Lake B
ularly described as follo

General Land Office
in 1920 and 1921, co

Together with all ap
anywise appertaining

Office Tract 55B:

A tract of land in the SW
(SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twent
Range Two (2) West, Salt
ticularly described as fo

Beginning at a point
property, also being
Office Tract 85, fr
said Section 27 bea
thence N. 33° 19' E
538.2 feet to a poi
Pacific Railroad ri
right-of-way 541.3
ces' property; then
the grantees' prop
containing 3.03 acr

Together with all a
wise appertaining;

The total of the ab
more or less.

WITNESS the hands of said gr