

Recorded at the request of Backman & Backman, December 7, 1940, at 11:15 A. M., in Book #253 of Liens and Leases, pages 184-185. Recording fee paid \$1.90. (Signed) Cornell S. Lund, Recorder, Salt Lake County, Utah, by P.E. Samway, Deputy. (Reference: S-30, 59, 26.)

#894283

DECLARATION OF RESTRICTIONS APPLICABLE TO A SUBDIVISION OF A PART OF LOT 16, Block 7, Five Acre Plat "A" Big Field Survey

WHEREAS, the title to the following described property situated in Salt Lake County, State of Utah: All of Lot 16, Block 7, Five Acre Plat "A" Big Field Survey, except 2 rods off the west end of said lot. now stands of record in Charles E. Perkins, Edward A. Kohrs and Raymond Emerson, as joint tenants with rights of survivorship and not as tenants in common, and

WHEREAS, the said record owners, together with their wives, by uniform real estate contract dated the 15th day of April, 1940, agreed to sell the said property to Utah Builders Supply Company, a corporation, which contract provides that the buyer may subdivide and plat said property and prescribe such restrictions and covenants regarding the use and ownership of said property as it may determine, in which event the sellers have agreed to execute, acknowledge and record said plats, covenants and restrictions, and

WHEREAS, a subdivision known as Vogue Park has been created out of the above described property and a plat thereof recorded on the 7th day of December 1940, in Book J of Plats, page 36, in the office of the Salt Lake County Recorder, and

WHEREAS, the parties hereto are desirous of creating restrictions and covenants affecting said property. NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of Vogue Park Subdivision, Charles E. Perkins, Edward A. Kohrs and Raymond Emerson, as joint tenants with rights of survivorship and not as tenants in common, together with their wives, do hereby declare that the property herein described is subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon said property and shall be deemed to be incorporated by reference in all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned,

their successors and assigns and grantees, who are or become owners of any lots in said subdivision. The restrictions are as follows:

A. All lots in the tract shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot, other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, and chicken coops not to exceed in all 400 square feet in area.

B. No building shall be erected, placed or altered on any building lot 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 Alar E. Brookbank, W. V. Jensen and Harold P. Anderson, 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 case of the death, resignation, incapacity or refusal of any member or members of the committee to act, the remaining member or members shall have the authority to fill the vacancy or vacancies created. The nomination shall be in writing and filed for record in the office of the Salt Lake County Recorder. If the aforesaid committee, or the authorized representative, fails to approve or disapprove such design and location within thirty days after the date of issuance of a building permit by Salt Lake City, Utah, 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. Such committee, or their authorized representative, shall act without compensation for a period of seven years from the date of the recording of this instrument, 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 their authorized representative and record said designation in the office of the Salt Lake County Recorder, 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 nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than five feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located eighty feet or more from the front lot line. Garages built on Lots 2 and 26 shall be attached to the rear of the houses.

D. The front line of a residence shall not be set back more than thirty-five feet from the front line of the lot.

E. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

F. 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.

G. No person 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.

H. 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.

I. No building costing less than \$2500.00 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 not be less than 600 square feet in case of a one-story structure, nor less than 600 square feet in case of a one and one-half or two story structure.

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

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for other person or persons owning any real property situated in said subdivision, to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any one or more of these covenants by judgment of court shall in no wise affect any of the remaining covenants.

The restrictions herein contained shall be known to be in addition to and not in conflict with the zoning ordinance now in force as enacted by Salt Lake City, Utah.

In witness whereof, Charles E. Perkins, Edward A. Kohrs and Raymond Emerson, as joint tenants with rights of survivorship and not as tenants in common and their respective wives, do hereby execute this instrument this 15th day of July, 1940.

Edward A. Kohrs
Edward A. Kohrs

RAYMOND EMERSON AND ABELLA
FORBES EMERSON, his wife
CHARLES E. PERKINS AND ISABEL
McG. PERKINS, his wife

Minnie Kohrs
Minnie Kohrs

By Edward A. Kohrs
Edward A. Kohrs, Their Attorney
in Fact

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In consideration of the premises the Utah Builders Supply Company, a corporation, does hereby subordinate its interest in the property described herein to the covenants recited above, and does hereby declare that its interest in said property is subject to and inferior to said covenants and restrictions.
Executed this 22 day of July, 1940.

UTAH BUILDERS SUPPLY COMPANY,
a corporation
By H. P. Anderson Pres.

STATE OF California
COUNTY OF Santa Barbara } ss

On the 16th day of July, 1940, personally appeared before me EDWARD A. KOHRS and MINNIE KOHRS, his wife, the signers of the foregoing instrument, who duly acknowledge to me that they executed the same.

SEAL FRED A. WASHBURN
NOTARY PUBLIC
SANTA BARBARA CO., CAL.
EUREKA

Fred A. Washburn
Notary Public

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA } ss

On the 16th day of July, 1940, personally appeared before me EDWARD A. KOHRS, who being by me duly sworn did say that he is the attorney in fact of Raymond Emerson and Amelia Forbes Emerson, his wife, and Charles E. Perkins and Isabel McG. Perkins, his wife, and that the foregoing instrument was signed in behalf of said Raymond Emerson and Amelia Forbes Emerson, his wife, and Charles E. Perkins and Isabel McG. Perkins, his wife, by authority, and said Edward A. Kohrs acknowledged to me that he as such attorney in fact executed the same.

SEAL FRED A. WASHBURN
NOTARY PUBLIC
SANTA BARBARA CO., CAL.
EUREKA

Fred A. Washburn
Notary Public

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STATE OF UTAH
COUNTY OF SALT LAKE } ss

On the 22nd day of July, 1940, personally appeared before me H. P. Anderson, who being by me duly sworn did say that he is the President of Utah Builders Supply 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 H. P. Anderson duly acknowledged to me that said corporation executed the same.

SEAL LINCOLN F. HANKS
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH
COMMISSION EXPIRES FEB. 17, 1941

Lincoln F. Hanks
Notary Public

Recorded at the request of Alan E. Brockbank, December 7, 1940, at 9:32 A. M., in Book #253 of Liens and Leases, pages 185-186. Recording fee paid \$3.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-34, 270, 1; Misc. Index #3.)

#894311

RELEASE OF LIEN

This is to certify that H. H. Claussen & Company, holder of a lien against the property of Charles D. Anderson and Hulda M. Anderson, his wife, which Notice of Intention to Hold and Claim a Lien was recorded in Book 231 of Liens and Leases, Page 475, hereby releases and satisfies said lien of record. The property affected by the lien is described as:

Lot 15, Block 1 Upper Yale Park, a subdivision.

H. H. CLASSEN & COMPANY
By Dorothy B. Claussen
Secretary

STATE OF UTAH
County of Salt Lake } ss

On this 7th day of December, 1940, personally appeared before me, a Notary Public for the State of Utah, Dorothy B. Claussen & Company, the signor of the within instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:
June 9th, 1944

SEAL E. J. SKEEN
NOTARY PUBLIC
SALT LAKE CITY, STATE OF UTAH
COMMISSION EXPIRES - 19 -

E. J. Skeen
NOTARY PUBLIC

Recorded at the request of Dorothy B. Claussen, December 7, 1940, at 11:35 A. M., in Book #253 of Liens and Leases, page 186. Recording fee paid 70¢. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-33, 188, 30.)

#894312

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT IN AND FOR SALT LAKE COUNTY,
STATE OF UTAH.

HOME OWNERS' LOAN CORPORATION, a corporate instrumentality
of the United States of America

PLAINTIFF,

NOTICE OF LIS PENDENS