

220540

AGREEMENT

THIS AGREEMENT made as of the 29th day of December, 1941, by and between BLAIR RICHARDSON of Salt Lake City, Utah, an owner of property within Country Club Acres in Salt Lake City, Salt Lake County, State of Utah, and the undersigned persons designated herein as "Other Owners" of property within said Country Club Acres;

W I T N E S S E T H:

WHEREAS, under date of July 26, 1923, The Hayes Land Company, a corporation, the then owner of the property, caused to be surveyed and platted as an addition to Salt Lake City, the land included within said Country Club Acres, said plat being duly approved and filed and the Restrictions applicable thereto being recorded in Book 3-S of L & L at pages 506,7 of the records of the County Recorder of Salt Lake County, Utah; and

WHEREAS, said The Hayes Land Company, under date of June 2, 1924, filed an amendment of the "Restrictions with Country Club Acres," which amendment is of record in Book 3-T of L & L at pages 578-9; and

WHEREAS, under date of August 11, 1926, the said The Hayes Land Company, as owner, again filed COUNTRY CLUB ACRES RESTRICTIONS for the protection of the home owners, as amended, the same being recorded in Book 3-Y of L & L at pages 214-17 of the records of the County Recorder of Salt Lake County, Utah; and

WHEREAS, the owners of lots in Country Club Acres constituting more than fifty percent of the frontage of all said lots, as determined and defined in said Restrictions, deem it advisable that said Restrictions be further amended:

NOW THEREFORE: Pursuant to the provisions of Section 14 of said Restrictions, as amended, and as recorded in Book 3-Y of L & L at pages 214-17 of the records of the County Recorder of Salt Lake County, Utah, the undersigned owners of more than fifty percent of the frontage of lots within said Country Club Acres, do hereby agree, each with the other, that the said Restrictions on Country Club Acres should be and the same are hereby amended and modified, to become effective as of January first, 1947, as follows:

1. That certain section or paragraph of said Restrictions, as now recorded, entitled "Frontage," being section 4 of said Restrictions, be and the

same is hereby amended to read as follows:

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 Blocks 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 1 & 8, Block 11, Lot 1 Block 12, Lots 1 & 15, Block 13, Lots 1 & 18 Block 14, Lots 1 & 20 Block 15, Lots 1, 5, 6 & 11 Block 16, Lots 1, 8 & 9 Block 17, Lots 1, 8 & 14 Block 18 and Lot 14 Block 19, 100 feet.
- Lots 7 to 10 inclusive, Block 16 and Lots 10 to 15 inclusive, Block 17, and Lots 1 to 15, Block 19, 100 feet.

2. That certain section or paragraph of said Restrictions as now recorded

entitled "Required Cost of Residences," being section 10 of said Restrictions, be and the same is hereby amended to read as follows:

10. REQUIRED COST OF RESIDENCES:

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

|  |                |         |
|--|----------------|---------|
| In Block 1 on Lots 1 to 4                                    | both inclusive | \$6,000 |
| In Block 2 on Lots 1 to 6                                    | both inclusive | \$6,000 |
| In Block 3 on Lots 1 to 6                                    | both inclusive | \$6,000 |
| In Block 4 on Lots 1, 5 & 6                                  |                | \$5,000 |
| In Block 4 on Lots 2, 3 & 4                                  |                | \$5,000 |
| In Block 5 on Lots 1, 2, 3 & 6                               |                | \$5,000 |
| Lots 4 and 5 in Block 5 may be used for commercial purposes. |                | \$5,000 |
| In Block 6 on Lots 1, 5 & 6                                  |                | \$6,000 |
| In Block 6 on Lots 2, 3 & 4                                  |                | \$6,000 |
| In Block 7 on Lots 1 to 6                                    | both inclusive | \$6,000 |
| In Block 8 on Lots 1 to 6                                    | both inclusive | \$6,000 |
| In Block 9 on Lots 1 to 6                                    | both inclusive | \$6,000 |
| In Block 10 on Lots 1 to 6                                   | both inclusive | \$6,000 |
| In Block 11 on Lots 1 to 8                                   | both inclusive | \$6,000 |
| In Block 12 on Lots 1, 6, 7, 8 & 9                           |                | \$7,500 |
| In Block 12 on Lots 2, 3, 4 & 5                              |                | \$6,000 |
| In Block 13 on Lots 1 to 7 both inclusive & on 15            |                | \$7,500 |
| In Block 13 on Lots 8 to 14                                  | both inclusive | \$6,000 |

22

|                                  |                |         |
|----------------------------------|----------------|---------|
| In Block 14 on Lots 1 and 15     |                | \$7,500 |
| In Block 14 on Lots 2 to 17      | both inclusive | \$8,000 |
| In Block 15 on Lots 1 and 20     |                | \$7,500 |
| In Block 15 on Lots 2 to 9       | both inclusive | \$8,000 |
| In Block 15 on Lots 10 to 19     | both inclusive | \$8,000 |
| In Block 16 on Lots 1 to 5       | both inclusive | \$8,000 |
| In Block 16 on Lots 6 to 11      | both inclusive | \$7,500 |
| In Block 17 on Lots 1 & 10 to 15 | inclusive      | \$7,500 |
| In Block 17 on Lots 2 to 9       | both inclusive | \$8,000 |
| In Block 18 on Lots 1 to 14      | both inclusive | \$8,000 |
| In Block 19 on Lots 1 to 15      | both inclusive | \$7,500 |

These amended Restrictions on Country Club Acres, designed for the protection of home owners within said subdivision, shall become effective on the first day of January, 1947, pursuant to the right so to amend contained in the Restrictions as filed on the 11th day of August, 1928, and recorded in Book 3-Y of L.&L at pages 214-17 of the records of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Blair Richardson and we, the undersigned designated "Other Owners" have entered into this Agreement this the day and year first above written.

Blair Richardson  
Blair Richardson

Louise R. Curtis  
Upton A. Curtis  
Maurice Ashton  
Harmon B. Ashton  
Beverly S. Ashton  
W. C. & G. A. Ashton

James L. White  
Valley Palmer  
Josephine A. Pett  
L. J. Battery  
Muriel S. Battery  
Maurice O. Ashton  
Rae Ashton  
Howard Badger  
Eleanor S. Badger  
Other Owners  
Julius A. Richardson

STATE OF UTAH )  
County of Salt Lake ) ss

On the 29th day of December, 1941, personally appeared before me Blair Richardson, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires: 1/1/1943

Edmund J. Whelan  
NOTARY PUBLIC, residing in  
Salt Lake City, Utah

STATE OF UTAH

County of Salt Lake

On the 28th day of December, 1941, personally appeared before me

Staynor Richards, James L. White, Walter A. Palmer, Josephine A. Pett, L. J.

Betty, Martin S. Betty, Martin O. Ashton, Rachel J. Ashton, Howard C. Badger,

Eleanor A. Badger, Julius A. Rookwood, Louis R. Curtis, Alton A. Curtis, Martin

Ashton, Norma B. Ashton, Beverly S. Clendenin and C. I. Gallacher, the signers

of foregoing instrument, who duly acknowledged to me that they executed the



Jan 17 1943

NOTARY PUBLIC, residing in Salt Lake City, Utah

*[Signature]*

Recorded at Request of *Blain Richardson* DEC 31 1941

at 9:00 AM paid \$10.00  
Cornelia S. Lund, Recorder S. L. County, Utah  
Book 29 Page 607  
BY *J. O. [Signature]* Dep.

*Spec. Index # 3*  
8-19 8-26 2-0  
46 157 24  
2-3 2-0 44 2-3  
8-26 8-26 150 2-3  
28-29

Recorded at Request of *Merling Investment Co.* DEC 31 1941

at 1:44 P.M. paid \$10.00  
Cornelia S. Lund, Recorder S. L. County, Utah  
Book 29 Page 610  
BY *[Signature]*

920578

# Quit-Claim Deed

EQUITABLE LIFE & CASUALTY INSURANCE COMPANY

of Salt Lake City, County of Salt Lake  
QUIT CLAIM to The Sterling Investment Company

Grantee

for the sum of

DOLLARS

County,

State of Utah:

Four Hundred Twenty-Five and No/100 (\$425.00)  
of land in Salt Lake

Lot 17 and West 1/2 of Lot 18, Pendleton Subdivision,  
a Subdivision of Lot 2, Block 20, Five Acre Plat  
N. & B. & C. Plat Survey.