

STATE OF UTAH

COUNTY OF SALT LAKE

J. Henry McGean, being first duly sworn on behalf of the Sugar House Lumber & Hardware Company, a Utah corporation, named as the contractor and claimant in the foregoing Mechanic's

Lien, says: That he is the Assistant Secretary of said corporation and as such is authorized to sign this Lien; that he has read the foregoing Lien and knows the contents thereof, and that the same is true of his own knowledge, except as to matters which are therein stated on information or belief, and as to those matters he believes it to be true.

J. Henry McGean  
J. Henry McGean

Subscribed and sworn to before me this 18th day of December, 1939.

My Commission expires:  
Aug 28, 1943

MARJORIE MEYERSAHL  
NOTARY PUBLIC  
COMMISSION EXPIRES  
AUG. 28, 1943  
SALT LAKE CITY, STATE OF UTAH

Marjorie Meyersahl  
Notary Public  
Residing at Salt Lake City, Utah.

Recorded at the request of Sugar House Lumber & Hardware Co., Dec. 18, 1939, at 4:55 P. M., in Book #213 of Liens and Leases, pages 47-74. Recording fee paid \$1.90. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Serway, Deputy. (Reference: C-15, 127, 34.) FL

#873393

**RESTRICTIONS & DEDICATION**  
For Blocks 1, 2, 3 and 4

**MURRAY HILL GARDENS**  
Salt Lake City, Salt Lake County, Utah

**I DEDICATION**

Know All Men By These Presents: That the undersigned, Karl D. Hardy, May J. Hardy, his wife; Edith N. Anderson Carl Anderson, her husband; A. Raymond Christensen, Leonora Christensen, his wife; Margarete S. Allington; Val Sundwall, Ila N. Sundwall, his wife, Arthur W. Bohn, Lena D. Bohn, his wife; J. Leo Ellertson, Lyle Ellertson, his wife, and W. Douglas Allen and Viola Allen, his wife, hereinafter called the Proprietor, have caused to be surveyed and platted the lands hereinafter described under the name "MURRAY HILL GARDENS", and have caused the same to be subdivided into Blocks, Lots and Streets as shown in the accompanying plat and have caused certain parcels of land therein specified to be dedicated to the public use.

**II DESCRIPTION**

The following is the particular description of the lands to be embraced within the aforesaid plat and dedication:

Beginning 87.66 feet North and 1284.67 feet East of the Southwest Corner Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running North 0 degrees 04' East 1231.47 feet; North 85 degrees 57' East 237.18 feet; South 0 degrees 45' East 228.36 feet; South 45 degrees 45' East 347.42 feet; South 85 degrees 03' East 151.16 feet; South 35 degrees East 210.00 feet; South 7 degrees West 215.00 feet; South 62 degrees 12' East 102.71 feet; South 14 degrees 15' East 73.17 feet; South 72 degrees 15' East 165.91 feet; South 33 degrees 21' West 147.95 feet; South 36 degrees 53' West 94.49 feet; South 18 degrees 27' West 128.17 feet; South 88 degrees 00' West 342.91 feet; South 137.50 feet; South 83 degrees 00' West 50.03 feet; North 137.50 feet; South 88 degrees 15' West 525.40 feet; North 0 degrees 04' East 176.91 feet to the point of beginning, situated in Murray City, Salt Lake County, State of Utah.

**III RESERVATIONS, RESTRICTIONS AND COVENANTS**

The proprietor declares that the aforesaid land, shown on the Plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

**IV DEFINITIONS**

A "Corner Lot" is one that abuts on more than one street. Any Lot shall be deemed to front on the street on which it has its smaller dimensions except that the proprietor in the deed to any corner lot, or at any time with consent, in writing, of the holder of the legal 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.

A "plot" shall be deemed to front on the same street, or streets as the Lot or Lots constituting such Plot.

By "Building Limit Line", as herein used, is meant the line marked "Building Limit Line" as shown on the plat. By "Out Building Limit Line", as herein used, is meant the line marked "Out Building Limit Line", as shown on the Plat, or as changed by the Proprietor in accordance with provisions herein.

By "Out Building", as the word is used in this statement is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.

**V USE OF LANDS**

Each Lot shall be used for one detached single family dwelling only and appurtenant outbuildings.

**VI FRONTAGE**

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

Any dwelling erected on any plot shall have appurtenant to it and not occupied by another dwelling at least fifty-five (55) feet of ground fronting on the street or streets on which the plot fronts, with the exception, however, a single family dwelling may be erected upon each of Lots 22 to 26, both inclusive, Block 2.

Dwelling on Corner Lots shall have a presentable frontage on all streets on which the particular lot abuts.

**VII APPROVAL OF PLANS AND COST AND MINIMUM GROUND FLOOR SQUARE FOOT AREA OF DWELLINGS.**

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision. However, in the event that such Committee is not in existence or fails to approve or disapprove such design or location within thirty (30) days from submission of plans, then such approval will not be required provided the design and location on the Lot conform to and are in harmony with existing structures in the subdivision.

In any case, either with or without the approval of the Committee,-

- (a) No dwelling costing less than \$3500.00, or having a ground floor square foot area of less than 700 square feet shall be erected wholly or partly on Lots 1, 2 and 3, Block 1, Plat of Murray Hill Gardens.
- (b) No dwelling costing less than \$4000.00, or having a ground floor area of less than 800 square feet in the case of a one story structure, nor less than 600 square feet in the case of one and one half story or two story structure shall be erected wholly or partly on Lots 4, 5, 6 and 7, Block 1, Plat of Murray Hill Gardens.

## #233 of Liens and Leases.

- (c) No dwelling costing less than \$5000.00, or having a ground floor square foot area of less than 1000 square feet in the case of a one story structure nor less than 700 square feet in the case of a one and one half story or two story structure shall be erected wholly or partly on Lot 8, Block 1, Plat of Murray Hill Gardens.
- (d) No dwelling costing less than \$3000.00 or having a ground floor square foot area of less than 600 square feet shall be erected wholly or partly on Lots 1 and 33, Block 2, Plat of Murray Hill Gardens.
- (e) No dwelling costing less than \$2000.00, or having a ground floor square foot area of less than 450 square feet shall be erected wholly or partly on Lots 2 to 11, both inclusive, Block 2, Plat of Murray Hill Gardens.
- (f) No dwelling costing less than \$3500.00 or having a ground floor square foot area of less than 700 square feet shall be erected wholly or partly on Lots 12 and 13, Block 2, Plat of Murray Hill Gardens.
- (g) No dwelling costing less than \$4000.00 of having a ground floor square foot area of less than 800 square feet in the case of a one story structure nor less than 600 square feet in the case of a one and one half story or two story structure shall be erected wholly or partly on lots 14 and 17, both inclusive, Block 2, Plat of Murray Hill Gardens.
- (h) No dwelling costing less than \$5000.00 or having a ground floor square foot area of less than 1000 square feet in the case of a one story structure nor less than 700 square feet in the case of a one and one half or two story structure shall be erected wholly or partly on Lot 18, Block 2, Plat of Murray Hill Gardens.
- (i) No dwelling costing less than \$4500.00 or having a ground floor area in square feet of less than 900 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one-and-one-half story or two-story structure shall be erected wholly or partly on Lots 19 to 27, both inclusive, Block 2, Plat of Murray Hill Gardens.
- (j) No dwelling costing less than \$4000.00 or having a ground floor square foot area of less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one-and-one-half-story or two-story structure shall be erected wholly or partly on Lots 28 and 29, Block 2, Plat of Murray Hill Gardens.
- (k) No dwelling costing less than \$3500.00, or having a ground floor square foot area of less than 700 square feet shall be erected wholly or partly on Lots 30 to 32, both inclusive, Block 2, Plat of Murray Hill Gardens.
- (l) No dwelling costing less than \$2000.00, or having a ground floor square foot area of less than 450 square feet shall be erected wholly or partly on Lots 1, 2 and 3, Block 3, Plat of Murray Hill Gardens.
- (m) No dwelling costing less than \$3000.00, or having a ground floor square foot area of less than 600 square feet shall be erected wholly or partly on Lots 4, 5 and 6, Block 3, Plat of Murray Hill Gardens.
- (n) No dwelling costing less than \$3500.00 or having a ground floor square foot area of less than 700 square feet shall be erected wholly or partly on Lots 7 to 11, both inclusive, Block 3, Plat of Murray Hill Gardens.
- (o) No dwelling costing less than \$4000.00 or having a ground floor square foot area of less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one-and-one-half story or two-story structure, shall be erected wholly or partly on Lots 12 to 14, both inclusive, Block 3, Plat of Murray Hill Gardens.
- (p) No dwelling costing less than \$4500.00, or having a ground floor square foot area of less than 900 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one-and one-half story or two story structure shall be erected wholly or partly on Lots 15 to 20, both inclusive, Block 3, Plat of Murray Hill Gardens.
- (q) No dwelling costing less than \$5000.00 or having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half story or two-story structure shall be erected wholly or partly on Lots 21 to 24, both inclusive, Block 3, Plat of Murray Hill Gardens.
- (r) No dwelling costing less than \$5000.00 or having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and one-half-story or two-story structure shall be erected wholly or partly on Lots 1 to 7, both inclusive, Block 4, Plat of Murray Hill Gardens.

The above dwelling cost refers to the cost of dwelling structure only. The above areas refer to the areas of the dwelling exclusive of one-story open porches and garages.

## VIII OUTBUILDING REQUIREMENTS

Every building, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

## IX DWELLING SETBACK

No dwelling or any part thereof shall be erected or maintained on any plot nearer to the adjoining street or streets than the building limit lines shown on the recorded plat. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than twelve (12) feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings, chimneys, may extend not more than four (4) feet. Steps leading to dwellings may extend beyond such building limit lines, provided such steps are not higher than the floor level of the first floor of the dwelling.

## X DWELLING FREE SPACE

No dwelling, including porches, attached garages, or green houses, but excluding cornices, spoutings, chimneys and purely ornamental projections, shall occupy more than seventy per cent (70%) of the width of the plot on which it is erected, such width to be measured along the building line nearest the respective streets on which such plot fronts.

No part of any dwelling shall be erected or maintained nearer than eight (8) feet to the side line of property of the plot on which the same is erected, except that cornices, spoutings, chimneys and purely ornamental projections may extend (3) feet nearer said property line.

## XI OUTBUILDING SET BACK

No outbuilding shall be erected or maintained on any of said lots nearer to the adjoining street or streets than the outbuilding limit lines shown on the recorded plat. The normal projection of cornices, spoutings, chimneys, and purely ornamental projections over said building lines shall not be construed as a violation of the provisions of said section.

## XII OUTBUILDING FREE SPACE

The combined width of the outbuilding for one plot shall not exceed fifty per cent (50%) of the width of the plot measured along the rear line, except that a total width of 35 feet will be permitted.

## XIII RACIAL RESTRICTIONS

None of the lots shown on said plat shall be occupied by any person not of the white race. This prohibition, however, is not intended to include the occupancy or use by persons not of the white race while employed as servants on the premises. The word "PERSON", as used herein, shall include a Corporation, or Association, any of the stockholders of which are not of the white race.

## XIV EASEMENTS

No building or other permanent structure, excepting a garage, shall be erected or maintained on any part of any area indicated as "easement", but the owners of lots may erect and maintain a fence, wall or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasi-public purposes.

## #23 of Liens and Leases.

The right is reserved to locate, construct, erect and maintain, within the areas indicated on the plat as "utility easements", sewer and 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.

**XV SIGNS-BILL BOARDS-AND MISC. PROVISIONS**

The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or bill board advertising the rental or sale of property shown on the record-plot is permitted provided it does not exceed 3x5 feet in size.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building limit line.

No pergola or any detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line.

No permanent provisions shall be made on any lot for the raising of poultry, or the housing of cows, horses or other livestock.

No trash ashes or other refuse may be thrown or dumped on any lot in the subdivision.

No radio aerial wire shall be maintained more than three feet higher than the roof of any structure, nor in front of the building limit line.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

**XVI DURATION**

All the restrictions herein set forth shall continue and be binding upon said property and upon the Proprietor, his successors and assigns and upon his grantees and their successive grantees for a period of twenty-five (25) years from January 1, 1940. All or any part of said restrictions herein set forth shall be extended for a further period of ten (10) years from January 1, 1965, except upon the written consent to the abatement thereof by the owners of the legal title to lots constituting not less than sixty (60) per cent of the area of the lots included in said plat of Murray Hill Gardens, said consent to be given after January 1, 1964, and prior to January 1, 1965, and to be evidenced by written agreement executed and acknowledged by such legal owners and filed for record in the office of the County Recorder of Salt Lake County, Utah, between January 1, 1964, and January 1, 1965.

**XVII RIGHT TO ENFORCE**

The restrictions herein set forth shall run with the land and bind the Proprietor, his successors and assigns and all parties claiming by, through or under him shall be taken to hold, agree and covenant with the Proprietor, his 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 coin of the 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 Proprietor or owner or owners of any lot or lots shown on this plat to enforce any of the restrictions herein set forth the time of its violation shall, in no event, be deemed to be a waiver of right to do so thereafter.

**XVIII PROPRIETORS-RIGHT TO ASSIGN**

The Proprietor, 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 the Proprietor and upon such assignment or conveyance being made his 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 him in this instrument.

**XIX****NOXIOUS OR OFFENSIVE TRADE EXCLUDED**

No noxious or offensive trade 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.

**XX CERTAIN STRUCTURES EXCLUDED**

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

**XXI MOVING STRUCTURES ONTO SUBDIVISION**

No structure shall be moved onto any lot in said subdivision unless it meets with the approval of the Committee hereinbefore referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in said subdivision.

**XXII PARTIAL INVALIDATION**

Invalidation of any one of these covenants, or restrictions 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, Karl D. Hardy and May J. Hardy, his wife; Edith N. Anderson, Carl Anderson, her husband; A. Raymond Christensen, Leonora Christensen, his wife; Margurete S. Allington; Val Sundwall, Ila N. Sundwall, his wife; Arthur W. Bohn, Lena D. Bohn, his wife; J. Leo Ellertson; Lyle Ellertson, his wife, and W. Douglas Allen and Viola Allen, his wife, herein designated as the Proprietor, have caused these presents and this instrument to be executed this 23rd day of January, A. D. 1940.

Karl D. Hardy  
Karl D. Hardy

Leonora Christensen  
Leonora Christensen

Lena D. Bohn  
Lena D. Bohn

May J. Hardy  
May J. Hardy

Margurete S. Allington  
Margurete S. Allington

J. Leo Ellertson  
J. Leo Ellertson

Edith N. Anderson  
Edith N. Anderson

Val Sundwall  
Val Sundwall

Lyle Ellertson  
Lyle Ellertson

Carl A. Anderson  
Carl A. Anderson

Ila N. Sundwall  
Ila N. Sundwall

W. Douglas Allen  
W. Douglas Allen

A. Raymond Christensen  
A. Raymond Christensen

Arthur W. Bohn  
Arthur W. Bohn

Viola Allen  
Viola Allen

STATE OF UTAH,  
COUNTY OF SALT LAKE. ) ss.

On the 23rd day of January, A. D. 1940, personally appeared before me Karl D. Hardy, May J. Hardy, his wife; Edith N. Anderson, Carl Anderson, her husband; A. Raymond Christensen, Leonora Christensen, his wife; Margurete S. Allington; Val Sundwall, Ila N. Sundwall, his wife; Arthur W. Bohn, Lena D. Bohn, his wife; J. Leo Ellertson,

#213 of Liens and Leases.

Lyle Ellertson, his wife, and W. Douglas Allen and Viola Allen, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: September 2, 1942

DAVID B. ASHTON
NOTARY PUBLIC
COMMISSION EXPIRES
SEPT. 2, 1942
SALT LAKE CITY, STATE OF UTAH

David B. Ashton
NOTARY PUBLIC Residing at
Salt Lake City, Utah

Recorded at the request of Ed. M. Ashton & Co., January 24, 1940, at 12:00 P. M. in Book #213 of Liens and Leases, pages 474-75-76-77 Recording fee paid \$10.50. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-34, 164, 1-3; S-34, 165, 1; S-34, 169, 1; S-34, 172, 1; Misc. Index #3.)

#873210
STATE OF UTAH
COUNTY OF SALT LAKE

Annie M. Park being first duly sworn deposes and says: That she was acquainted with Karren Olson Strong, otherwise known as Karren Olson Strong, and affiant knows that said Karren Olson Strong was on February 24, 1911 the wife of John Olson Strong who executed that certain Quitclaim Deed to John Killpack, which Deed was recorded in Book 7-C at Page 390 in the office of the County Recorder of Salt Lake County, State of Utah.

Subscribed and sworn to before me this 12 day of January, 1940.

Annie M. Park

My Commission Expires: May 7, 1940

R. R. RASMUSSEN
NOTARY PUBLIC
MURRAY-STATE OF UTAH

R R Rasmussen
Notary Public
Residing at Salt Lake City,
Utah Murray City

Recorded at the request of Title Abstract Co., Jan. 20, 1940, at 10:09 A. M., in Book #213 of Liens and Leases, page 477. Recording fee paid \$5.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-38, 36, 25; D-41, 67, 32. Misc Index #3.) FL

#873238
AFFIDAVIT

STATE OF UTAH
County of Salt Lake

N. M. LONG, being or oath first duly sworn, deposes and says: That I am over the age of twenty-one years, and a citizen of the United States; That I was the agent of RAYMOND PARK, affiant in that certain affidavit recorded January 9, 1912, in Book "2-N" of Liens and Leases at pages 588-9, Salt Lake County Records; That as such agent I transacted all business between the aforesaid RAYMOND PARK and the C. H. MONROE mentioned in the aforesaid affidavit; that the aforesaid RAYMOND PARK entered into a verbal agreement with said C. H. MONROE to rent the premises described in said affidavit on a monthly basis for a period of three months, after which said time the said C. H. MONROE was to have the option to purchase the property for the sum of \$4180.00; That said C. H. MONROE did not at any time make any payment on account of rent for the premises and that the verbal option terminated and he was summarily evicted from the property. This affidavit is given for the purpose of establishing the fact that the aforesaid C. H. MONROE forfeited any option to purchase said property by virtue of having failed to make the payments as agreed, and that he has no demand, claim or interest in and to said property. Further affiant sayeth not:

N. M. Long

Subscribed and sworn to before me this 18th day of January A. D. 1940.

My Commission Expires: 8/18/43

W. D. HURLEY
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH

W. D. Hurley
Notary Public,
Residing at Salt Lake City, Utah.

Recorded at the request of L. B. CARDON, Jan. 20, 1940, at 11:09 A. M., in Book #213 of Liens & Leases, page 477. Recording fee paid \$3.90. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-38, 90, 11, Misc. Index #3.) FL

#873250
DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, R. W. Burton, the duly appointed, qualified and acting Receiver of Ashton-Jenkins Company, a corporation, as such Receiver hereby disclaims any right, title or interest in or to the following described real property located in Salt Lake County, State of Utah, to-wit: East 35 feet of Lots 33, 34, 35, 36 and 37, inclusive, Block 4, Thorndyke Subdivision, a subdivision of Lots 2, 3, 4, 5 and 6, Block 4, Five Acre Plat "A", Big Field Survey. In witness whereof, I have hereunto signed my name this 10th day of October, 1939.

R W Burton
Receiver of
Ashton-Jenkins Company

STATE OF UTAH
County of Salt Lake

On the 10th day of October, 1939, personally appeared before me R. W. Burton, Receiver of Ashton-Jenkins Company, a corporation, the signer of the foregoing instrument, who duly acknowledged to me that he executed the foregoing instrument as such Receiver.

My commission expires: August 8, 1941

GLADYS HAGERMAN
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 8, 1941
SALT LAKE CITY, STATE OF UTAH

Gladys Hagerman
Notary Public
Residing at Salt Lake City, Utah

Recorded at the request of INTERMOUNTAIN TITLE GUARANTY CO., Jan. 20, 1940, at 11:47 A. M., in Book #213 of Liens and Leases, page 477. Recording fee paid \$2.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-25, 118, 16. Entered in Misc. Index #3.) FL