

RESTRICTIONS FOR MERTON PARK SUBDIVISION

1227862

Magna, Utah

KNOW ALL MEN BY THESE PRESENTS:

That O. Layton Alldredge has caused to be surveyed and platted "Merton Park Subdivision", and is desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the said O. Layton Alldredge, does hereby declare the property subject to the following restrictions and covenants:

(a) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. The garage may be either attached or detached from the dwelling. No living quarters shall be provided in the basement of said dwelling other than a servants room with plumbing facilities for the use of the occupant. The installation of plumbing and wiring for kitchen in the basement of said structure shall be a violation of these restrictions. Nothing herein contained in this paragraph shall exclude the use of the basement for an amusement room by the occupant of said dwelling.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a Committee or representative to be appointed by the original subdivider of said plat, and said plans and specifications shall be delivered to or mailed to the last known address of said subdivider. In the event said committee or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representative, shall cease on and after April 1, 1956. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building including outside porches shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence shall be erected on any lot farther than 40 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 55 feet at the front building setback line.

(e) Every detached single-family dwelling erected on any of said building plots in said tract shall have a ground floor area as follows:

If a one story structure, 800 square feet or more;

RESTRICTIONS -

Continued, Page 2.

If a one and one-half story structure, 650 square feet or more;

If a two story structure, 650 square feet or more. The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

(f) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(g) No 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.

(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 structure shall be moved onto any building plot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

(j) No signs, billboards, or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof except that a single sign, not more than 3 x 5 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

(k) No trash, ashes, or any other refuse may be thrown or dumped on any tract hereinbefore described or any part or portion thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1971, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote or a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants 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, the said subdivider has caused this instrument to be executed this 25th day of May, A.D., 1950.

WITNESS:

*John H. Lusk* *Hilda H. Alldredge*

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On the 29 day of May, A. D. 1950, personally appeared before me, O. Layton Alldredge and Hilda H. Alldredge, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:

MY COMMISSION EXPIRES JUNE 11, 1950

RECORDING the request of

at 326 N. W. Paid \$ 3.70

By *P. J. Schmitt*, Dep.

*John H. Lusk*  
Notary Public  
Residing at *Pacific Palisades*  
*10000 Pacific Palisades* DEC 15 1950

Hezel Taggart Chase, Recorder Salt Lake County, Utah

Book 823 Page 156 Ref.