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SECURITY TITLE COMPANY

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at \$1.00 M Fee paid \$ 11.89 Hazel Teggart Chase, Recorder Salt Lake County, Utah

By Larry J. Nelson Dep. Book 690 Page 298 Ref. MAN Index #3

DECLARATION OF RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS

KEARNS TOWNSITE, INC.,

corporation

THIS DECLARATION was this 30th day of June, 1949, by the  
Townsite, Inc., a corporation, hereinafter called the Declarant,

PART "A" DECLARATION

WHEREAS, Declarant is the owner of the real property described in Part "B" of this Declaration and is desirous of subjecting the real property described in said Part "B" to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof,

NOW, WHEREAS, KEARNS TOWNSITE, INC., a corporation, hereby declares that the real property described in and referred to in Part "B" hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporation shall mean the Kearns Townsite, Inc., a corporation.

General Plan shall mean the plan titled "Key Map and Layout Plan", and dated February, 1949. Copy of this plan is attached hereto.

PART "B"

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Salt Lake, State of Utah, and consists of the 100 lots contained within the area more particularly described as follows:

-2-

A portion of Section Eighteen (18) Township Two (2) South, Range One (1) West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, and more particularly described as follows:

Contained in the center portion of the Northeast one quarter (1/4) Section of Section Eighteen (18) and beginning at a point 514.03 feet South of the North line and 782.41 feet West of the East line of Section Eighteen (18) Township Two (2) South, Range One (1) West, Salt Lake Base and Meridian, said point being the intersection of the centerline of Avenue "B" and the back residential lot line (extended) of Block 6, coordinates S-1-E4, said lot line being 145 feet North of the centerline of Second (2nd) South Street; thence South 0 deg. 05'-30" West along said centerline of Avenue "B" 287.0 feet to a point on a line parallel to and 142 feet South of the centerline of Second (2nd) South Street, said line being the back lot line of lots fronting on Second (2nd) South Street in Block 4 and 5 coordinates S1-E4; thence North 89 deg. 54'-30" West along said line 490.44 feet to a point on a line parallel to and 166.81 feet East of the centerline of Avenue "D". Said line being the back lot line of the lots fronting on Avenue "D" in Block 5, coordinates S-1-E4; thence South 0 deg. 05'-30" West along said line 476 feet to a point. Said point being the Southeast corner of Lot 13, Block 5, coordinates S-1-E4; thence North 89 deg. 54'-30" West along the South lines of Lot 13, Block 5 and Lots 8 and 13, Block 2, coordinates S-1-E4 468.0 feet to a point on the East Right-of-way Line of Avenue "E"; thence South 0 deg. 05'-30" West along said line 17.0 feet to a point; said point being on the back lot line (extended) of Block 3 coordinates S1-E3, thence North 89 deg. 54'-30" West along said back lot line 667.5 feet to a point; said point being the Southwest corner of Lot 20, Block 3, coordinates S1-E3; thence North 0 deg. 05'-30" East along the West line of said lot 20 95.0 feet to a point on the South Right-of-way line of Fourth (4th) South Street; thence North 89 deg. 54'-30" West along said right-of-way line 140.81 feet to a point on a line parallel to and 23.0 feet West of the centerline of Avenue "G"; thence North 0 deg. 05'-30" East along said line 570.0 feet to a point on the North Right-of-way line of Second (2nd) South Street; thence South 89 deg. 54'-30" East 114.75 feet to a point, said point being the Southwest corner of lot 5, Block 6, coordinates S1-E3; thence North 0 deg. 05'-30" East along the West line of said lot 5, 100.0 feet to a point, said point being the Northwest corner of Lot 5, and on the back lot line of Block 6, coordinates S1-E3; thence South 89 deg. 54'-30" East along said back lot line 307.5 feet to a point on the West right-of-way line of Avenue "F"; thence North 0 deg. 05' 30" East along said right-of-way line 10.0 feet; thence South 89 deg. 54'-30" East along the back lot lines of Lots 6, 7, 8 and 9, Block 8, coordinates S1-E3, 326.06 feet to a point on the West right-of-way line of Avenue "E"; thence North 0 deg. 05'-30" East along said right-of-way line 5.0 feet to a point; thence South 89 deg. 54'-30" East along the back lot lines line (extended) and back lot lines of Lots 6 and 7, Block 1, coordinates S1-E3, 195.6 feet to a point, said point being the Northeast corner of said lot 6; thence South 0 deg. 05'-30" West along the East line of said Block 6 115.0 feet to a point on the North right-of-way line of Second (2nd) South Street; thence South 89 deg. 54'-30" East along said right-of-way line 135.59 feet to a point, said point being the intersection of East and North right-of-way lines of Avenue "D" and Second (2nd) South Street; thence North 0 deg. 05'-30" East along said right-of-way line of Avenue "D" 115.0 feet to a point on the back residential lot line (extended) of Block 6, coordinates S1-E4; thence South 89 Deg. 54'-30" East along said back lot line 687.25 feet to the point of beginning.

No property, other than that described above, shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

PART "C". RESIDENTIAL AREA DESCRIBED IN PART "B" LIMITED TO SINGLE-FAMILY DWELLINGS.

C-1. LAND USE AND BUILDING TYPE--No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL--No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plans have been approved by the Architectural Control committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the Minimum building set-back line unless similarly approved. Approval shall be as provided in Part H.

C-3. DWELLING COST, QUALITY AND SIZE--No dwelling shall be permitted on any lot at a cost of less than \$5,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling.

C-4. BUILDING LOCATION--No building shall be located on any lot nearer to the front lot line or nearer to the 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 25 feet to the front lot line or nearer than 12 feet to any side street line. No building shall be located nearer than 8 feet from interior lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 75 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach on another lot.

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C-5. LOT AREA AND WIDTH. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line, or an area of less than 6,000 sq. ft.

C-6. BASEMENTS--Basements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-7. NUISANCES--No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES--No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C-9. SIGNS--No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the construction or sales period.

C-10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-11. GARBAGE AND REFUSE DISPOSAL--No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all such shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-12. SITE DISTANCE AT INTERSECTION--No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.

C-13. SEWAGE DISPOSAL--No individual sewage-disposal system shall be permitted on any lot.

PART D. RESIDENTIAL AREA LIMITED TO ONE AND TWO-FAMILY DWELLINGS. THE RESIDENTIAL AREA OUTSIDE OF THE AREA DESCRIBED IN PART "B" IS LIMITED TO ONE AND TWO-FAMILY DWELLINGS. PART "D" APPLIES TO RESIDENTIAL AREA ON GENERAL PLAN OUTSIDE OF PROPERTY DESCRIBED IN PART "B".

D-1. LAND USE AND BUILDING TYPE--No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or one detached two-family dwelling, not to exceed one story in height and a private garage for not more than three cars.

D-2. ARCHITECTURAL CONTROL-- Covenants C-2 and H-1 apply.

D-3. DWELLING COST, QUALITY AND SIZE--No two-family dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure of each individual family unit, exclusive of one story open porches and garages, shall not be less than 600 square feet in the case of two-family one-story dwellings. Each family unit shall have entrances on at least two sides of the dwelling and shall have separate bathroom facilities.

D-4. Covenants C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12 and C-13 shall apply to Part "D", covering two-family areas.

PART E

PARK AREA

The Park area covenants shall apply to those areas so designated on the General Plan and does not include area described in Part "B".

PART F.

CIVIC AREA

The Civic Area covenants shall apply to those areas so designated on the General Plan and does not include areas described in Part "B"

F-1. LAND USE AND BUILDING TYPE. No lot shall be used except for Civic purposes, such as community buildings, libraries, churches, schools, etc.

F-2--Covenants C-2, H-1, C-7, C-8, C-11, C-12, and C-13 shall apply to Part F covering Civic areas.

PART G.

BUSINESS AREA

G-1. THE BUSINESS AREA COVENANTS SHALL APPLY TO AREAS SO MARKED ON THE GENERAL PLAN

G-2 ARCHITECTURAL CONTROL OVER THE BUSINESS AREA SHALL BE IN ACCORDANCE WITH PROVISIONS OF C-2 and H-1 HEREOF.

G-2. BUSINESS USES SHALL BE LIMITED TO PROFESSIONAL OFFICES AND TO RETAIL BUSINESSES SUPPLYING COMMODITIES AND SERVICES TO RESIDENTS OF KEARNS AND OTHER AREAS.

G-4. THE MINIMUM BUILDING SETBACK SHALL BE 25 FEET FROM ANY STREET RIGHT OF WAY LINE AND 20 FEET FROM ANY OTHER LOT LINE. THE MAXIMUM BUILDING HEIGHT SHALL BE TWO STORIES.

G-5. THE AREA RESERVED FOR PARKING SHALL BE NOT LESS THAN INDICATED ON THE GENERAL PLAN.

PART H

ARCHITECTURAL CONTROL COMMITTEE

H-1. MEMBERSHIP--The Architectural control committee is composed of A. M. Sams, S. D. Caplan and one other person to be appointed. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then

record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

H-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with

PART I.

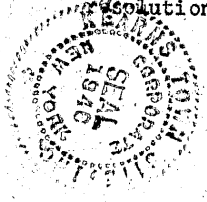
GENERAL PROVISIONS

I-1 TERM. 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 years from the date these covenants are recorded, after which time said covenants shall be ~~in the meantime~~ automatically extended for successive periods of ten (10) years, provided, however that when an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants, in ~~the whole~~, or in part, these covenants shall be so amended from that date forward.

I-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

I-3. SEVERABILITY. 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 these presents are hereby executed  
by Kearns Town Site, Inc., a corporation, by and through its  
president, Arthur Caplan, and pursuant to an authority of a  
resolution of the Board of Directors of the said corporation.



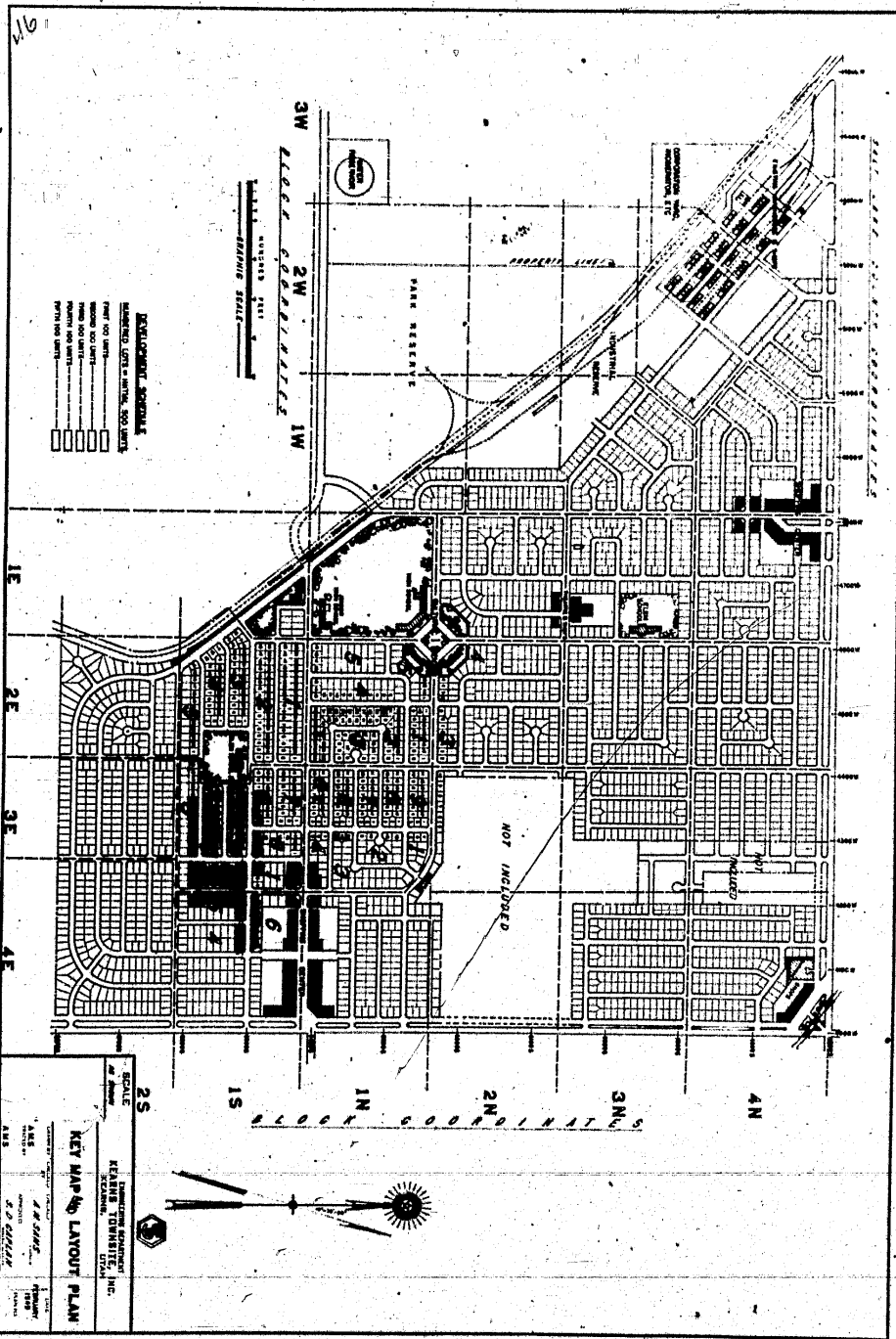
KEARNS TOWN SITE, INC.  
A Corporation,

By Arthur Caplan  
President.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On this 30th day of June, 1949, before me, the under-  
signed Notary Public, residing at Salt Lake City, Utah, personally  
appeared Arthur Caplan to me known and known to me to be the  
president of Kearns Town Site, Inc., a corporation, who duly  
acknowledged to me that he, as president of the above named  
Kearns Town Site, Inc., a corporation, did in his official  
capacity and pursuant to a resolution of the Board of Directors  
of said corporation execute the foregoing instrument imposing  
Conditions, Covenants, Restrictions and Easements Affecting  
the Property of the Kearns Town Site, Inc., a corporation,  
as the free act and deed of the said corporation.

Arvin Arvort  
Notary Public, residing in  
Salt Lake County, Utah.



**DEVELOPMENT SYMBOLS**

- BUILT-UP LOT - 10,000 SQ. FT.
- BUILT-UP LOT - 5,000 SQ. FT.
- BUILT-UP LOT - 2,500 SQ. FT.
- BUILT-UP LOT - 1,250 SQ. FT.
- BUILT-UP LOT - 625 SQ. FT.
- BUILT-UP LOT - 312 SQ. FT.
- BUILT-UP LOT - 156 SQ. FT.
- BUILT-UP LOT - 78 SQ. FT.
- BUILT-UP LOT - 39 SQ. FT.
- BUILT-UP LOT - 19 SQ. FT.
- BUILT-UP LOT - 9 SQ. FT.
- BUILT-UP LOT - 4 SQ. FT.
- BUILT-UP LOT - 2 SQ. FT.
- BUILT-UP LOT - 1 SQ. FT.

|                            |                              |
|----------------------------|------------------------------|
| <b>KEY MAP LAYOUT PLAN</b> |                              |
| SCALE                      | AS SHOWN                     |
| DATE                       | 1988                         |
| BY                         | E. J. GIBSON                 |
| FOR                        | REDAVELOPMENT AUTHORITY INC. |
| PROJECT                    | REDAVELOPMENT AUTHORITY INC. |
| NO.                        | 1700                         |
| DATE                       | 1988                         |

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STREET CORRIDOR

PARK RESERVE

NOT INCLUDED

SOUTH POINT BLVD

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