



\*W3017563\*

Madison Towns on 40th, LLC  
2637 N. Washington Blvd. #318  
Ogden, UT 84401

E# 3017563 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
20-Nov-19 1003 AM FEE \$40.00 DEP TH  
REC FOR: REAL ADVANTAGE TITLE INSURANCE AGI  
ELECTRONICALLY RECORDED

**DECLARATION OF RESTRICTIVE COVENANT**

Part of Parcel 06-084-0007 and part of Parcel: 06-037-0025

This Declaration of Restrictive Covenant is made and executed by Madison Towns on 40<sup>th</sup>, LLC, a Utah limited liability company (“**Landowner**”), in favor of Tamara J. Taylor & Stephen D. Taylor, husband and wife (collectively, “**Taylor**”).

RECITALS:

A. Landowner holds fee title to the following parcel of real property located in South Ogden, Weber County, State of Utah, legally described as:

*A part of Lots 1-11, Block 16, and the Vacated Alley Butting thereon, and Lots 36-42 Block 17, South Ogden Plat “A” together with a portion of the Vacated Orchard Avenue. Being a part of the Northwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian:*

*Beginning at a point 298.15 feet North 89°02'00" West along the Centerline of 4100 South Street, and 283.00 feet North 0°58'00" East from the monumented in the intersection of Madison Avenue and 4100 South Street and running thence North 00°58'00" East 15.68 feet to the Northerly Edge of an Existing Curb line Extended; thence four (4) courses along said curb line as follows: (1) North 50°17'55" West 80.66 feet; (2) North 50°35'47" West 57.44 feet; (3) North 50°21'26" West 69.23 feet; and (4) North 47°01'52" West 12.42 feet; thence North 39°36'00" East 3.97 feet; thence North 15°21'38" East 38.78 feet; thence North 07°25'59" East 57.74 feet; thence North 10°55'02" West 35.76 feet; thence North 00°19'51" East 64.10 feet; thence North 89°34'00" West 8.50 feet to the Southeast corner of The Cove at 40th Street A Planned Residential Unit Development -P.R.U.D. (Weber County Recorder Book 70 Page 21); thence North 00°58'00" East 300.00 feet along the East Boundary line of said PRUD to the South Right of way line of 40th Street; thence South 89°34'00" East 19.32 feet along said South right of way line; thence South 00°57'58" West 365.34 feet to the North line of said Block 17; thence South 89°34'10" East 257.83 feet along said North line and the North line of Block 16 to the Center of the Vacated Alley in Block 16; thence South 00°58'00" West 287.73 feet to the North line Extended of said Lot 12; thence North 89°02'00" West 108.00 feet along said North lint of Lot 12, to the POINT OF BEGINNING.*

*Containing 70,371 square feet, or 1.615 Acres more or less.*

(the “**Property**”).

- B. In consideration of Landowner entering into this Restrictive Covenant, concurrent herewith Taylor is willing to sell Landowner the Property.
- C. Taylor is retaining title to that certain parcel of real property that lies adjacent to the Property (the "**Taylor Retained Parcel**"), which is also located in South Ogden, Weber County, State of Utah, more particularly described as:

*A part of Lots 38-42 Block 17, South Ogden Plat "A" and the Vacated Alley abutting thereon, also being a part of the Northwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian:*

*Beginning at a point 469.36 feet North 89°02'00" West along the Centerline of 4100 South Street, and 439.43 feet North 0°58'00" East from the monumented in the intersection of Madison Avenue and 4100 South Street and running thence two (2) courses along the Northerly edge of an Existing Curb line as follows: (1) North 47°01'51" West 132.12 feet to a point of curve of a non-tangent curve; and (2) Northwesterly along the arc of a 113.60 foot (113.00 foot by record) radius curve to the left a distance of 4.01 feet (Long Chord bears North 47°08'01" West 4.01 feet) to the Centerline of the Vacated Alley in said Block 17; thence North 00°58'00" East 39.66 feet along said Centerline to the North line of said Block 17; thence North 89°34'10" West 166.85 feet along said North line to the East right of way line of Jefferson Avenue; thence North 01°00'00" East 91.51 feet along said East right of way line; thence South 89°02'00" East 125.00 feet to the West Boundary line of The Cove at 40th Street A Planned Residential Unit Development -P.R.U.D. (Weber County Recorder Book 70 Page 21); thence two (2) courses along the West and South Boundaries of said P.R.U.D. as follows: (1) South 00°58'00" West 25.00 feet; and (2) South 89°34'00" East 153.51 feet and along said South Boundary line extended; thence South 00°19'51" West 64.10 feet; thence South 10°55'02" East 35.76 feet; thence South 07°25'59" West 57.74 feet; thence South 15°21'38" West 38.78 feet; thence South 39°36'00" West 3.97 feet to the POINT OF BEGINNING.*

Containing 31,756 square feet, or 0.7290 acres, more or less.

- D. The portion of the Property that is the subject of this Restrictive Covenant is described as:

*A part of Lots 37-42 Block 17, South Ogden Plat "A" also being a part of the Northwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian:*

*Beginning at a point 469.36 feet North 89°02'00" West along the Centerline of 4100 South Street, and 439.43 feet North 0°58'00" East from the monumented in the intersection of Madison Avenue and 4100 South Street and running thence North 39°36'00" East 3.97 feet; thence North 15°21'38" East 38.78 feet; thence North 07°25'59" East 57.74 feet; thence North 10°55'02" West 35.76 feet; thence North 00°19'51" East 64.10 feet; thence South 89°34'10" East 10.00 feet; thence South 00°19'51" West 63.09 feet; thence South 10°55'02" East 2.28 feet to the North line of said Block 17; thence South 89°34'10" East 15.30 feet along said North line; thence*

*South 10°55'02" East 33.52 feet; thence South 07°25'59" West 63.51 feet; thence South 15°21'38" West 45.88 feet; thence South 39°36'00" West 10.08 feet to the Northerly Edge of an Existing Curb line ; thence two (2) courses along said Northerly curb line as follows: (1) North 50°21'27" West 12.60 feet; and (2) North 47°01'51" West 12.42 feet to the POINT OF BEGINNING.*

Containing 4,258 square feet, or 0.0978 acres, more or less.

(the "Restricted Property").

E. A map depicting the Property, the Restricted Property, and adjacent lands owned or under option by Landowner is attached hereto and incorporated herein by this reference as Exhibit "A".

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner hereby states, declares, grants and creates the following restrictions and covenants:

**1. Submission of Property to Restrictive Covenant.** The Restricted Property and applicable portions of the Property is hereby subjected to the provisions of this instrument. All provisions of this instrument are intended to and will run with and bind the land comprising the Restricted Property and applicable portions of the Property. The terms and provisions of this instrument will be binding upon or inure to the benefit of, as the case may be, the Landowner, and all of its grantees, successors in title to the Restricted Property. This Restrictive Covenant shall run solely in favor of Taylor, so long as Taylor owns the Taylor Retained Parcel.

**2. Restrictive Covenant.** During the term hereof, Landowner shall be prohibited from doing the following:

- a. Within the Property, which is labeled and depicted on Exhibit "A" as the "Deed Restriction Area", Landowner shall be prohibited from constructing any commercial-type building that is used for retail, office, hospitality, or industrial uses; and
- b. Within the Restricted Property, which is labeled and depicted on Exhibit "A" as the "No Build Zone", Landowner shall be prohibited from constructing any permanent structures.

**3. Boundary Line and Fencing.** As touches and concerns the Property, Landowner hereby agrees to the following affirmative covenant:

- a. Upon completion of construction of all land improvements and residential buildings on the Property and Landowner's real property that lies adjacent to (North and East of) the Property, Landowner shall erect a fence, to be at least of Chain Link with cemented posts quality, at the location depicted on Exhibit "A", which is the common boundary between the Property and the Taylor Retained Parcel. Landowner shall also install a gate within that fence.

b. The location of that to-be-constructed fence, which is also the agreed-upon boundary line between the Taylor Retained Parcel and the Property, is more particularly described as:

*A part of Lots 38-42 Block 17, South Ogden Plat "A" also being a part of the Northwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian:*

*Beginning at a point 469.36 feet North 89°02'00" West along the Centerline of 4100 South Street, and 439.43 feet North 0°58'00" East from the monumented in the intersection of Madison Avenue and 4100 South Street and running thence North 39°36'00" East 3.97 feet; thence North 15°21'38" East 38.78 feet; thence North 07°25'59" East 57.74 feet; thence North 10°55'02" West 35.76 feet; thence North 00°19'51" East 64.10 feet to the POINT OF ENDING.*

**3. Termination of Restrictive Covenant.** The foregoing restrictive covenant shall endure until the earlier of: (a) the date an instrument vacating this restrictive covenant is executed and recorded by Taylor; or (b) the conveyance of the Taylor Retained Parcel by Taylor to any other person wherein Taylor's would own less than 51% of the Retained Parcel.

**4. Remedies.** In view of the purposes of this instrument, money damages in the event of a default in the performance of any provisions hereof may be inadequate, and accordingly Taylor will, as its exclusive remedy, have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; and (ii) specific performance to enforce performance of the terms hereof.

IN WITNESS WHEREOF, the Landowner has executed this instrument on the date indicated below.

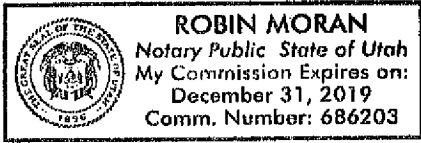
LANDOWNER:

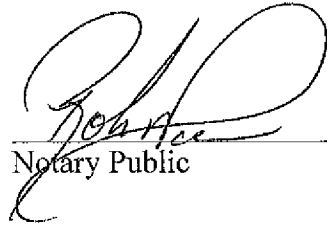
*Nov. 15 2019*  
Date

Madison Towns on 40<sup>th</sup>, LLC  
a Utah limited liability company  
*[Signature]*  
Michael A. Medina, Manager  
aka Michael Anthony Medina Manager

STATE OF UTAH )  
: ss.  
COUNTY OF Davis )

On November 15, 2019, Michael A. Medina personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Manager of Madison Towns on 40<sup>th</sup>, LLC.

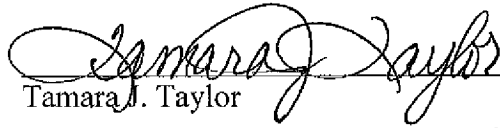


  
\_\_\_\_\_  
Notary Public

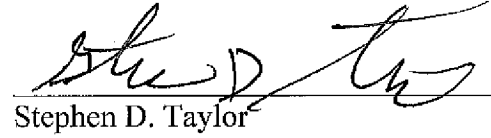
**TAYLOR:**

AGREED TO AND ACCEPTED on the date indicated below:

11-15-2019  
Date

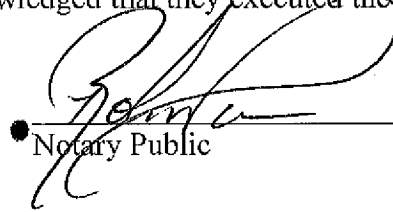
  
\_\_\_\_\_  
Tamara J. Taylor

11-15-2019  
Date

  
\_\_\_\_\_  
Stephen D. Taylor

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Weber )

On November 15, 2019, Tamara J. Taylor & Stephen D. Taylor personally appeared before me and proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged that they executed the same.

  
\_\_\_\_\_  
Notary Public

