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 Book - 9704 Pg - 7198-7200
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 WM SHANE TOPHAM
 10 EAST SOUTH TEMPLE 9TH FL
 SALT LAKE CITY UTAH 84133
 BY: SAM, DEPUTY - WI 3 P.

After Recording, Return To:

Wm. Shane Topham
 CALLISTER NEBEKER & McCULLOUGH
 10 East South Temple, 9th Floor
 Salt Lake City, Utah 84133

Declaration of Restrictive Covenants

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "*Declaration*") is made effective **31** March 2009 by **DAVID STAPEL** and **HEIDI STAPEL**, individuals whose address is 10547 South Wasatch Blvd., Sandy, UT 84093 (collectively, "*Grantors*"), in favor of the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*").

RECITALS:

A. Grantors own a house and other improved real property that is located at 3388 East Creek Road (the "*Property*") in the City and is particularly described on the attached exhibit.

B. This Declaration is made by Grantors in connection with, and to induce, settlement and dismissal with prejudice of Grantors' complaint and City's counterclaim in Civil No. 070916613 (styled *David and Heidi Stapel v. Cottonwood Heights*) pending in the Third District Court of Salt Lake County, Utah.

AGREEMENT:

NOW THEREFORE, for the foregoing purposes and further good and valuable consideration, Grantors hereby covenant and agree as follows:

Section 1. **Use Restriction.** From and after the date of this Declaration, the Property shall not be advertised, used or made available for use for any short-term rental purposes whatsoever. As used in this Declaration, "*short-term rental*" means the rental, letting of rooms or sub-leasing/renting of any structure, dwelling or portion thereof for occupancy, dwelling, lodging or sleeping purposes for less than 30 consecutive days.

Section 2. **Duration and Nature.** The rights and restrictions specified herein (a) shall be perpetual in duration; (b) shall create an equitable servitude on the Property in favor of City; (c) shall constitute a covenant running with the land; (d) shall bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (e) shall inure to the benefit of City and be binding upon Grantors and their tenants, customers, invitees, licensees, agents, affiliates, employees, and successors-in-interest as to the Property.

Section 3. **Interpretation, Etc.** This Declaration shall be interpreted in accordance with Utah law. There are no third party beneficiaries, actual or intended, of this Declaration.

DATED effective the day and year first above written.

GRANTORS:



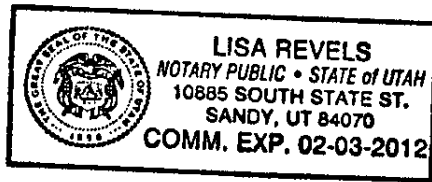
DAVID STAPEL



HEIDI STAPEL

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31st day of March 2009 by DAVID STAPEL and HEIDI STAPEL.





NOTARY PUBLIC

WSTCH519352.2

**Exhibit to
Declaration of Restrictive Covenants**

The following-described real property located in Salt Lake County, Utah:

All of Lot 18, HILLSBOROUGH ESTATES NO. 1, according to the official plat thereot on file and of record in the office of the Salt Lake County Recorder.

Parcel No. 2235277009