

After Recording, Return To:

COTTONWOOD HEIGHTS
Attn. Community Development Director
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

14173007 B: 11455 P: 5267 Total Pages: 4
11/08/2023 03:41 PM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD HEIGHTS
2277 EAST BENGAL BOULEVARD COTTONWOOD HEIGHTS, UT 84121



Restrictive Covenant

THIS RESTRICTIVE COVENANT (this "*Covenant*") is made effective 7TH NOVEMBER 2023 by the undersigned owner(s) (collectively, "*Grantor*") of the Property (defined below), in favor of the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Boulevard, Cottonwood Heights, Utah 84121 ("*City*").

RECITALS:

A. City's code of ordinances (the "*Code*") prohibits the construction or use of second dwelling units within any residence located in a single-family zone, such as City's F-1, RR-1 and R-1 zones.

B. One element which may facilitate creation of a second dwelling unit within a residence is space that is useable as, or easily could be converted to be used as, a second kitchen (a "*Second Kitchen*").

C. Grantor has requested City's approval of Grantor's plans (the "*Plans*") to remodel or construct a residence and other improvements located on Grantor's realty (the "*Property*") that is described on the attached exhibit.

D. Because the Plans include a Second Kitchen, City is unwilling to approve the Plans unless Grantor perpetually covenant, for itself and all future owners and occupants of the Property, that the Property may only be used for single-family residential purposes until such time, if any, as the Code, as applied to the Property, is amended by City to specifically allow a second dwelling unit as a permitted use on the Property.

E. Grantor desires to execute, acknowledge and deliver this Covenant to City, and to cause this Covenant to be recorded against title to the Property, to induce City to approve the Plans.

AGREEMENT:

NOW THEREFORE, for the foregoing purposes and further good and valuable consideration, Grantor hereby covenants and agrees as follows:

Section 1. Restriction on Use. Despite City's approval of the Plans showing a possible Second Kitchen, no second dwelling unit shall be constructed or used on the Property, nor may any portion of the Property be used as, for example, a duplex or multi-family dwelling unit. Instead, the Property may only be used for single-family residential purposes until such time, if any, as the Code, as applied to the Property, is amended by City to specifically allow a second dwelling unit as a permitted use on the Property.

Section 2. **Duration.** Except as expressly otherwise provided herein, the rights and restrictions specified herein shall be perpetual in duration.

Section 3. **Covenants Run With Land.** This Covenant (a) shall create an equitable servitude on the Property in favor of the City; (b) shall constitute a covenant running with the land; (c) 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 (d) shall inure to the benefit of and be binding upon Grantor (and its tenants, customers, invitees, licensees, agents, employees, and successors-in-interest as to the Property) and City (and its officers, employees, agents and assigns). The effect of this Covenant may be terminated in writing by action duly authorized by the legislative body of City or any successor governmental entity.

Section 4. **Interpretation, Etc.** This Covenant shall be interpreted in accordance with Utah law. There are no third party beneficiaries, actual or intended, of this Covenant.

DATED effective the day and year first above written.

GRANTOR:

Michelle Tanner

Print Name: MICHELLE TANNER

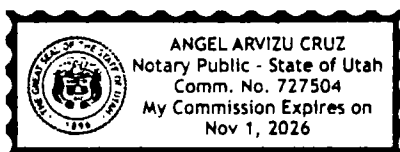
Address: 6796 SOUTH MANORLY CIRCLE
SALT LAKE CITY, UT 84121

Print Name: _____

Address: _____

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of November
2023 by Michelle Tanner and NIA.



[Signature]
NOTARY PUBLIC

Exhibit to Restrictive Covenant

ADDRESS OF PROPERTY: 6796 MANORLY CIR, Cottonwood Heights, Utah

PROPERTY'S TAX PARCEL NUMBER(S): 22-23-384-002-0000

LEGAL DESCRIPTION OF PROPERTY: (Attach or insert below Property's legal description)



DocQuery

Parcel Number • 22-23-384-002-0000

Active Parcel Number

Acreage • 0.2200

Address • 6796 S MANORLY CIR • COTTONWOOD HEIGHTS • 84121

Owner of Record

TANNER, MICHELLE

Legal Description • Property Description For Taxation Purposes Only

LOT 11, COTTONWOOD MANOR 5513-1665 7455-1340 7455-1342 8132-0573 8132-0581 8330-0493 8330-0501 8455-282 8455-0292 8505-4656 8505-4673 8618-4169,4187 8683-8471 8684-4805 8818-1440 8818-5057 9391-5162

Sharon W 11/8/23