

WHEN RECORDED RETURN TO:
Salt Lake City Corporation
Attn: Planning Director
451 South State Street, Suite 406
Salt Lake City, Utah 84111

ACCESSORY DWELLING UNIT RESTRICTIVE COVENANT
(Per Salt Lake City Code § 21A.40.200)

This Accessory Dwelling Unit Restrictive Covenant ("Covenant") is made with reference to the following facts:

I, We, Heber Hernandez

(names of all property owners of record)

(collectively, the "Declarant") am/are the sole owner(s) of that certain real property situated in the County of Salt Lake, State of Utah, known as

1029 W Pierpont Ave Salt Lake city
(address of the property)

with a Tax Parcel Identification Number of 15-02-180-013-0000 and as legally described on Exhibit A (the "Property").

Declarant applied to Salt Lake City Corporation to authorize the construction and use of an accessory dwelling unit ("ADU") on the Property pursuant to Salt Lake City Code Section 21A.40.200. The ADU is: internal to OR detached from the principal structure.

The square footage of the principal structure is 1,113.44. The square footage of the ADU is 1019.62.

Parking for the ADU is:

Not provided on the Property (on street only); or
 Provided on the Property (off street) and consists of (1) in the garage

(describe # and location of parking stalls)

Declarant desires to enter into this Covenant to meet the requirements of Salt Lake City Code Section 21A.40.200 and to give notice to successors in interest and others who may have an interest in the Property.

NOW, THEREFORE, Declarant declares as follows:

- A. The ADU can only be used and occupied in accordance with the applicable regulations adopted in the Salt Lake City Code and in accordance with all state and federal laws.
- B. We hereby permit Salt Lake City Corporation personnel access to the Property to confirm that the use and occupancy of the ADU complies with the terms of this Covenant and the applicable regulations adopted in the Salt Lake City Code.
- C. Neither the principal structure nor ADU shall be used for short term rental as defined in the Salt Lake City Code.
- D. The terms of this Covenant are enforceable by Salt Lake City Corporation or, pursuant to Utah Code Section 10-9a-802, any adversely affected party, and that in any such enforcement action the court shall award the prevailing party its attorneys fees.
- E. A violation of this Covenant shall be enforceable by Salt Lake City Corporation and at its option enforcement may include civil fines, revocation of applicable permits, zoning certificates, and other necessary approvals, and criminal citations.
- F. The ADU may not be sold separately from the principal structure and the Property may not be subdivided in a manner that would permit such separate sale or ownership.
- G. [if applicable: The Property will be owner-occupied. The owner(s) may reside in either the ADU or in the principal structure, but the owner(s) must reside on the Property.]
- H. This Covenant shall run with the land and be binding upon and enforceable against Declarant and all heirs, assigns, future owners, and successors in interest to the Property. If the Property is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof containing the ADU and its associated principal structure, shall contain a restriction limiting the use of the ADU pursuant to the terms of this Covenant. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, it is Declarant's intent that these restrictions shall form an equitable servitude on the Property, be binding on Declarant and successors in interest, and remain in effect during the existence of the ADU, including any alteration, modification, replacement, reconstruction, or relocation of the ADU.
- I. No modification, release or elimination of this Covenant shall be valid unless authorized in writing by the director of the Salt Lake City Planning Division and said writing is recorded with the Salt Lake County Recorder.

This Covenant is effective on the date of its recording with the Salt Lake County Recorder.

DECLARANT: [must have a signature and notary block for each owner]

By: [Signature]
(signature)

Name: Heber M Hernandez
(printed name)

Date: 12-04-23

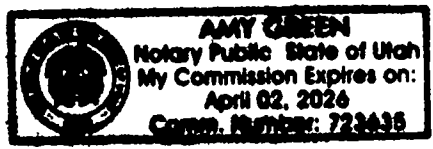
STATE OF UTAH)
COUNTY OF Salt Lake)

On this 4th day of December, 2023, before me Amy Green,
a notary public, personally appeared Heber M Hernandez, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to in the foregoing Accessory
Dwelling Unit Restrictive Covenant and acknowledges that he/she/they executed the same.

Commission number 7236
My commission expires 04/02/2026

Amy Green
(signature)
Printed Name: Amy Green
A notary public commissioned in Utah

(signature page follows)



NOTARY SEAL NOT LEGIBLE
-CO RECORDER-

**SALT LAKE CITY CORPORATION:
By its Planning Division**

By: *Benjamin Buckley*
(signature)

Name: Benjamin Buckley, Associate Planner
(printed name, title)

Date: 12/4/2023

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 4th day of December, 2023, before me SHANNA EARL,
a notary public, personally appeared BENJAMIN BUCKLEY, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to in the foregoing Accessory
Dwelling Unit Restrictive Covenant and acknowledges that he/she/they executed the same.

Commission number 732081
My commission expires 7-12-27

Shanna Earl
(signature)
Printed Name: SHANNA EARL
A notary public commissioned in Utah

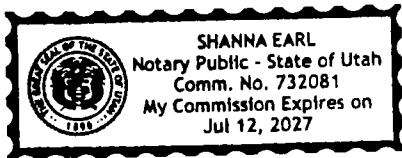


EXHIBIT A



DocQuery

Parcel Number • 15-02-180-013-0000

Active Parcel Number

Acreage • 0.1200

Address • 1029 W PIERPONT AVE • SALT LAKE CITY • 84104

Owner of Record

HERNANDEZ, HEBER M

Legal Description • Property Description For Taxation Purposes Only

LOT 28 BLK 1 KELSEY & GILLESPIE SUB OF BLK 41 PLAT C 8092-0984

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to read 'Heber M. Hernandez'.