



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, Vard McGuire
Larry McGuire (deceased)
(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
1444 W. Wasatch Ave
(address of the property)

with a Tax Parcel Identification Number of 15-10-229-021-0000 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 1536. The square footage of the ADU is 720.

Parking for the ADU is:
 Not provided on the Property (on street only); or
 Provided on the Property (off street) and consists of Large paved area
inside of yard with 3 parking spaces.
(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: Vard McGuire
(printed name)

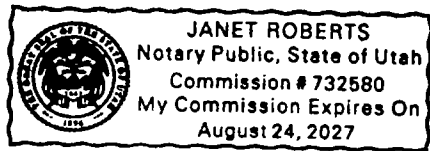
Date: 5/23/2024

STATE OF UTAH)

COUNTY OF Salt Lake)

On this 23 day of May, 2024, before me Janet Roberts
a notary public, personally appeared Vard McGuire, 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 732580
My commission expires 08/24/2027



[Signature]
(signature)
Printed Name: Janet Roberts
A notary public commissioned in Utah

(signature page follows)

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

By: Jason Berntsen
(signature)

Name: Jason Berntsen
(printed name, title)

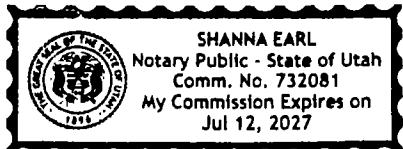
Date: 5-30-24

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 30th day of MAY, 2024, before me SHANNA EARL,
a notary public, personally appeared JASON BERNTSEN, 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
Legal Description of Property

LOTS 1 & 2 BLK 12 POPLAR GROVE ADD TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON N 6226-332 10253-4553 10253-4555

BEG 1 FT W FR SE COR LOT 3, BLK 12, POPLAR GROVE ADDITION; W 24 FT; N 126 FT; E 25 FT; S 96 FT; W 1 FT; S 30 FT TO BEG.

TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON N 4718-0271 5573-1881 10336-7793

Legal Description of the Property

EXHIBIT A

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