



When Recorded Return To:  
City of St. George  
Community Development Department  
175 East 200 North  
St. George, UT 84770

Tax ID: SG-6-2-10-1402

**DEED RESTRICTION AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR ACCESSORY DWELLING UNIT**

GARDNER-PLUMB LC ("Owner(s)") is/are the owner(s) of certain real property ("Property") located in the City of St. George, Washington County, Utah, which Property is more particularly described as:

**Legal S:** 10 T: 42S R: 16W BEG S0\*57'37 W 230.69 FT ALG 1/4 SEC/L & E 40.07 FT FM N1/4 COR SEC 10 T42S R16W; BEING ON 1370 FT RAD CUR RAD BEARS N45\*28'29 E; TH 27.66 FT ALG ARC CUR THRU CTL ANG 01\*09'25; TH S45\*40'55 E 1058.46 FT TO PT ON 8982.31 FT RAD CUR RT; TH 497.01 FT ALG ARC CUR THRU CTL ANG 03\*10'13; TH N80\*54'43 W 227.63 FT; TH S80\*01'23 W 188.90 FT; TH N45\*05'03 W 535.53 FT; TH N40\*32'18 W 345.40 FT; TH N27\*45'57 W 430.70 FT; TH N45\*28'29 E 129.71 FT TO POB. LESS: ANY POR LYING IN NE 1/4 NW 1/4 SEC 10.

Owner does hereby acknowledge, declare, and adopt the following restrictive covenants to govern the Property. These restrictive covenants shall run with and bind the Property and shall be enforceable by the City of St. George ("City") or its legal representatives, heirs, successors, and assigns.

WHEREAS, the Property contains an accessory dwelling unit ("ADU"), defined under the City of St. George's ordinances;

WHEREAS, the City has approved an ADU on the Property subject to the conditions set forth in the St. George city code, particularly section 10-17A, and as amended; and

WHEREAS, said ordinances require a recorded deed restriction.

NOW, THEREFORE, Owner declares as follows:

1. **Covenant Running with Land.** In consideration of City approval of the ADU, the Owner, for the Owner and all its heirs, successors, and assigns, does hereby covenant and agree to restrict, and does by this instrument restrict, the future use of the Property as set forth herein, by the establishment of this perpetual covenant running with the land.
2. **Restrictive Covenants.** The following restrictive covenants shall apply to the Property:
  - a. The accessory dwelling unit shall not be sold separately or subdivided from the principal dwelling unit or lot unless compliant with subdivision regulations;
  - b. The accessory dwelling unit is legal only if:
    - i. The Owner of the Property lives on the Property in either the principal dwelling or the ADU; and
    - ii. An active rental dwelling business license is maintained.
  - c. Short term rental of an ADU is expressly prohibited;
  - d. The total number of residents that reside in an ADU may not exceed the number allowed for a "family" as defined in the St. George city code;

- e. An additional off-street parking space is required for the ADU. Tandem parking is not allowed for an ADU;
- f. No ADU is permitted unless the lot or parcel has a principal single-family dwelling; and
- g. Only one ADU or guesthouse is permitted on the lot or parcel, and it cannot exceed the allowed gross square footage.

3. **Project Approvals and Compliance with City Design and Construction Standards.** Owner expressly acknowledges and agrees that nothing in this agreement shall be deemed to relieve Owner from the obligation to comply with City ordinances and City of St. George Standard Specifications for Design and Construction, and all applicable requirements of City necessary for approval of any development on the Property, including the payment of fees and compliance with all other applicable resolutions, regulations, policies and procedures of City.

4. **Topical Headings.** The topical headings contained in this instrument are for convenience only and do not define, limit, or construe the contents of this instrument.

5. **Amendment.** This instrument, and any of the restrictive covenants contained herein, may not be amended or revoked without prior written consent of the City of St. George. Any amendment or revocation must be made by an instrument signed by both the Owner and the City, and must be properly recorded against the Property in the records of Washington County, Utah, to become effective.

IN WITNESS WHEREOF, the Owners have executed this Acknowledgement and Deed Restriction and Declaration of Restrictive Covenants this 28 day of February, 2024.

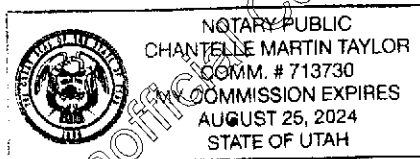
OWNER: Click or tap here to enter text.

Walter Plumb Manager Gardner-Plumb L.C.  
 By: Click or tap here to enter text.  
 Title: Click or tap here to enter text. WALTER PLUMB

STATE OF UTAH )  
Salt Lake ss.  
 County of Washington )

On the 28 day of February, 2024, personally appeared before me, Click or tap here to enter text, who being by me duly sworn did say that s/he is the Walter Plumb, Manager of Gardner-Plumb L.C. and that s/he executed the foregoing instrument on behalf of said company, being duly authorized and empowered to do so by its operating agreement, and s/he duly acknowledged to me that the company executed the same for the uses and purposes stated therein.

Chantelle Martin Taylor  
 (Notary Signature)



IN WITNESS WHEREOF, the Owners have executed this Acknowledgement and Deed Restriction and Declaration of Restrictive Covenants this \_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER: Click or tap here to enter text.