

3/20/23

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation  
Attention: City Recorder  
P.O. Box 1480  
Park City, Utah 84060

Rhonda Francis Summit County Recorder  
06/16/2023 02:48:07 PM Fee \$40.00  
By COALITION TITLE AGENCY, INC.  
Electronically Recorded

**RESTRICTIVE COVENANT AND AGREEMENT  
CONCERNING THE SALE OF THE UNIT AT 243 DALY AVENUE  
(Live Park City- Lite Deed Restriction Program)**

THIS RESTRICTIVE COVENANT AND AGREEMENT CONCERNING THE SALE OF THE HOUSING UNIT AT 243 DALY AVENUE (this "Covenant"), governing 243 Daly Avenue, Park City, Summit County, State of Utah, also identified as Tax Parcel No. 243-DA-1, and more particularly described on **Exhibit A** (the "Unit," or the "Property") of 243 Daly Avenue Subdivision (the "Project"), is made and entered into as of the 1<sup>st</sup> day of May, 2023, (the "Effective Date"), by and among **Park City Municipal Corporation**, a Utah municipal corporation (the "City"); and **ALEXANDER B. COHEN** and **ELIZABETH G. COHEN**, husband and wife as joint tenants (the "Owner").

**RECITALS**

A. WHEREAS, the City has obtained title to the Unit and will transfer title of the Unit to the Owner, who is executing this Covenant as an Owner hereunder, and the City and the Owner desire to enter into and record this Covenant in conjunction with a transfer of the Unit from the City to the Owner;

B. WHEREAS, the Owner desires to acquire title to the Unit and acknowledges and agrees that the City requires that the Owner execute this Covenant for the purpose of creating a covenant running with the Property;

C. WHEREAS, the City, and the Owner intend that the purpose of the "Lite" Deed Restriction program is to maintain long term residency in Park City and restrictions contained in this Covenant, and this Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall run with the land, enforceable against each Owner, each Owner's successors in interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property.

**COVENANT**

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby establishes as follows:

## 1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Agreement, the following terms shall have the following meanings:

- 1.1. **ANNUAL COMPLIANCE REPORT**. The report attached to this Covenant as **Exhibit C**, as amended from time to time by the City or its designee, which is required to be provided to the City by each Owner yearly according to Section 2.9.
- 1.2. **CITY CODE**. The Municipal Code of Park City, Utah, as amended.
- 1.3. **DISABILITY**. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.
- 1.4. **DOMICILE**. The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or their family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home, in which owner-occupied units are resided in for a minimum of ten (10) months out of each calendar year, and in which renter-occupied units are resided in for a minimum of six (6) months out of each calendar year.
- 1.5. **EVENT OF DEFAULT** shall have the meaning assigned in Section 3.1.
- 1.6. **EXERCISE NOTICE**. Written Notice sent by the City to an Owner within forty-five (45) days of an applicable Offer Date notifying such Owner whether or not the City or its assign will exercise the Option.
- 1.7. **HOUSEHOLD**. A single individual, doing his/her/their own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity, or hotel.
- 1.8. **NIGHTLY RENTAL**. The rental of a Dwelling Unit or any portion thereof, including a Lockout Unit for less than thirty (30) days to a single entity or Person.
- 1.9. **NOTICE**. Correspondence complying with the provisions of Section 4.8.
- 1.10. **OFFER DATE** shall have meaning assigned in Section 2.5.
- 1.11. **OPTION**. The Owner shall first notify the City if Owner wishes to sell the Property. The City or its assign shall have the first option to purchase the Property.
- 1.12. **OPTION PERIOD**. The period extending thirty (30) days from an Offer Date during which either the City or its assign may elect to purchase the Unit.

1.13. **OWNER**. The Owner and every title owner thereafter, including (i) any transferee receiving title to or a fee interest in the Unit (a) after having been determined to be, or having represented themselves as, a Qualified Participant or (b) based on any representation or intent to own and occupy the Unit as an Owner-Occupied Unit or as such owner's Primary Residence; and (ii) all subsequent person(s) vested with record title of the Unit according to the records of the County Recorder of Summit County, Utah; however, Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered an Owner.

1.14. **OWNER-OCCUPIED**. A Unit that is occupied by the Owner as the Owner's Primary Residence.

1.15. **PARK CITY LIMITS**. The latest City limits as duly adopted and as reflected on the most current mapping issued by the Park City Geographic Information System (GIS) zoning map.

1.16. **PRIMARY RESIDENCE**. The place where Domicile has been established.

1.17. **QUALIFIED PARTICIPANT**. Qualified Participant shall be a person or persons who are determined by the City to meet the following criteria:

1.17.1. A Qualified Resident who intends to occupy the unit as their Primary Residence, or an owner who intends to rent the unit to a Qualified Resident for a minimum period of six (6) months.

1.18. **QUALIFIED RESIDENT**. Qualified Resident shall be a person or persons who are determined by the City to meet the following criteria:

1.18.1. A person who works an average of thirty (30) hours or more per week for Park City or within the Park City limits for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business; or

1.18.2. A retired person who was a full-time employee of Park City or of an entity located within the Park City limits for at least five (5) continuous years immediately preceding their retirement; or

1.18.3. A person who is unable to work or does not have a work history required under Paragraphs 1.18.1 through 1.18.2 of this Subsection 1.18 due to a Disability.

1.19. **REASONABLE EFFORTS**. Efforts in accordance with reasonable commercial practice and without the incurrence of unreasonable expense.

1.20. **SALE**. The term "Sale" or any derivative thereof such as "Sales," "Sold," and "Sell" shall include any transfer of title of the Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include but not be limited to any gift, assignment, devise, or other transfer.

- 1.21. **SECURED CREDITOR**. The trustee, the beneficiary, or both under a deed of trust against the real property security; the mortgagee under a mortgage against the real property security; and any successor-in-interest of the trustee, beneficiary, or mortgagee under the deed of trust or mortgage.
- 1.22. **SENIOR SECURED CREDITOR**. A Secured Creditor who is the named beneficiary, trustee, mortgagee, mortgage insurer, or mortgage guarantor of a mortgage or deed of trust, as applicable, which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
- 1.23. **UNIT**. Lot 1 of the 243 Daly Avenue Subdivision intended for independent use as is more specifically defined on **Exhibit A** attached hereto.

## **2. DEED RESTRICTION**

- 2.1. **ESTABLISHMENT OF THE COVENANT**. As of the Effective Date, for the purposes set forth herein, and except as otherwise set forth herein, the Owners, the Owners' heirs, successors, executors, administrators, devisees, and assigns and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Owner shall not permit any ownership, use or occupancy of his or her Unit except in compliance with this Covenant.
- 2.2. **ADMINISTRATION AND ENFORCEMENT**. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Owners against each other.

### **2.3. OCCUPANCY RESTRICTIONS.**

- 2.3.1. At least one Qualified Resident shall continuously occupy the Unit as their Primary Residence.
- 2.3.2. With prior notice to the City, Owner may rent the Unit for a minimum term of six (6) months or greater as long as the Unit is continuously occupied by at least one Qualified Resident.

2.3.3. Nightly Rentals are prohibited. In addition to the prohibition on short term rentals under six (6) months, no Owner, occupant, or renter shall rent or lease all or any portion of the Unit for Nightly Rentals.

2.3.4. A Qualified Participant may lease a room or rooms in the Unit to one or more persons, provided that at least one person occupying the property is a Qualified Resident.

2.3.5. No business activity shall occur on or in the Unit other than as permitted within the zone district applicable to the Unit.

2.3.6. Owner may not leave the Unit vacant for more than thirty (30) days without prior written notice to the City. Owner may not leave the Unit vacant for more than sixty (60) days without prior written approval from the City.

2.3.7. Upon prior written approval from the City, Owner-Occupied Units may be occupied by employees of business or enterprises not within the Park City limits when Reasonable Efforts by the buyer to obtain financing are not successful due solely to the restrictions of this Covenant as determined by the City in its sole discretion.

2.4. **INSURANCE**. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Owner shall continuously insure the Owner's Unit against all risks of physical loss for the full replacement value of the Unit.

2.5. **TRANSFER OF TITLE**. An Owner shall not enter into or execute any transaction that Sells any interest in the Unit without giving prior written notice to the City to allow the City, at the City's sole option, to exercise the Option. The date of receipt of such notice by the City from the Owner to Sell the Unit shall be referred to herein as the "**Offer Date**".

2.6. **OPTION TO THE CITY**. The City shall have thirty (30) days after the Offer Date ("**Option Period**") to exercise the Option by delivering to the Owner written notice of the City's exercise of the Option ("**Exercise Notice**"). City shall use its best efforts to notify the Owner of the City's plans to exercise the Option, the City shall complete the acquisition of the Unit by paying to the Owner the sales price within thirty (30) days after delivering the Exercise Notice. If the City (i) notifies the Owner that it will not exercise the Option, (ii) fails to deliver to Owner the Exercise Notice within the Option Period, or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.

2.7. **NON-COMPLYING SALES OR TRANSFERS**. Any Sale or transfer of the Unit in violation of this Covenant is considered against public policy and is null and void and shall not confer title whatsoever upon the purported buyer. The Owner is liable for all costs and attorney's fees incurred in setting aside a non-complying Sale or transfer of the Unit.

2.8. **NO DISCRIMINATION**. The City and Owner shall not discriminate against any person in the Sale or rental of the Unit because of race, color, religion, sex (including pregnancy, 01205936 Page 5 of 17 Summit County

childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity, or protected expressions. Each Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

**2.9. ANNUAL COMPLIANCE REPORT.** Owner shall provide the City with an Annual Compliance Report, included herein as **Exhibit C**, by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Owner certifying that such Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to an Owner does not discharge the obligations of such Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that Owner uses that Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Unit. The Annual Compliance Report shall include:

- 2.9.1. Evidence to establish that the Unit was occupied by a Qualified Resident during all of the prior calendar year;
- 2.9.2. If applicable, a copy of the lease form currently used for the Unit; and
- 2.9.3. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines in **Exhibit B**.

## **2.10. TRANSFER OF UNIT ON DEATH OF A UNIT OWNER**

- 2.10.1. The executor or beneficiary of a deceased Unit Owner's estate shall notify the City no later than 30 days after the death of the deceased Unit Owner.
- 2.10.2. A spouse or other family member in joint tenancy with the deceased Unit Owner immediately prior to the Unit Owner's death may retain ownership of the Unit with the prior written consent of the City and as long as such person is a Qualified Participant and maintains compliance with this Covenant.

## **3. EVENT OF DEFAULT**

- 3.1. **EVENT OF DEFAULT.** Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit as nightly rental or short term rental (less than 6 months); (b) rental of all or a portion of the Unit as long term rental without prior written notice to the City; (c) not using the Unit as an Owner-Occupied Primary Residence without prior written notice to the City; (d) failure to pay the monetary penalties of Sections 3.3; (e) failure to submit the Annual Compliance Report required by Section 2.9; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on the Unit.

3.2. **NIGHTLY RENTAL.** Rental of the Unit or portion of the Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period provided under Section 3.3, upon Notice from the City to an Owner of an Event of Default, the City may charge any Owner that rents that Owner's Unit on a nightly or weekly basis automatic fines of up to the greater of One Thousand Dollars (\$1000.00) per day or the rate charged for rental of the Unit per night.

3.3. **MONETARY PENALTIES.** Upon Notice from the City to an Owner of an Event of Default, the Owner shall have thirty (30) days to cure such noncompliance. If the Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Owner of up to One Thousand Dollars (\$1000.00) per day beginning on the thirty first (31) day after Notice of the Event of Default.

3.4. **CITY TO MAINTAIN A POSSIBILITY OF REVERTER.** If an Owner does not cure an Event of Default within forty-five (45) days, then the City may initiate the process of obtaining title to such Owner's Unit as further described in this paragraph. The City shall send Notice to the Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Owner of an informal hearing before the City Council to take place within forty-five (45) days of such Notice, at which time the Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within forty-five (45) days of the hearing which shall make a finding as to the Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of a Sale of the Unit from such Owner to the City or its assign pursuant to Section 3.5, any reversionary interest of the City granted by this Section 3.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 3.4, amounts to satisfy liens against the Unit that are more than the resale price, then the City may seek a deficiency judgment against such Owner for the difference between the amount paid and the resale. The City hereby assigns its possibility of reverter, as found in this Covenant or in any transfer deed to an Owner, to the City; and, accordingly, the City shall be entitled to exercise any reversionary right to title and possession of the Unit that is granted to or withheld by the City.

3.5. **RIGHT TO PURCHASE.** Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 3.4, an Owner shall offer to sell that Owner's Unit to the City at or below the Unit's Applicable Foreclosure Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 3.4, to exercise or assign

its right to purchase pursuant to this Section 3.5, or to seek any other remedy provided to it at law or in equity.

3.6. **REMEDIES NOT EXCLUSIVE.** Notwithstanding anything else herein, if the City receives a Foreclosure Notice, and if the default giving rise to such Foreclosure Notice is not timely cured and the loan reinstated according to the applicable loan documents, the City (or its assign) shall have ninety (90) days from receipt of such Foreclosure Notice to exercise the City's Option, or the City's right to exercise its possibility of reverter, or right to purchase pursuant to Sections 3.4 and 3.5 above. Subject to the preceding sentence, and except as provided in Section 3.4 regarding the termination of the City's reversionary interest upon a Sale pursuant to Section 3.5, no remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

3.7. **BUY OUT OPTION.** If the Owner would like to buy out of the Deed Restriction, the Owner may do so through payment of triple the purchase price of the Deed Restriction OR triple the ratio paid for the original Deed Restriction, but at the present day appraisal value, whichever is greater at the time. Such payment must be considered and approved by the City Council in its sole discretion.

#### **4. GENERAL PROVISIONS**

4.1. **TERM OF AGREEMENT.** The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one (1) or more additional consecutive ten (10) year terms.

4.2. **AMENDMENTS.** Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the Owner that owns the Unit at the time of such amendment or modification and the City, and must be recorded with the Clerk and Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the Owner(s)' or any Secured Creditor's rights.

4.3. **NO WAIVER.** No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default,

and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a Waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

- 4.4. **WAIVER.** Each Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; (b) any claim related to restraints on alienation; or (c) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each Owner and shall inure to the benefit of the successor and assigns of the City.
- 4.5. **DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE.** Following the recording of a deed conveying the Unit to a Qualified Participant, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines, penalties, or other amounts due to the City hereunder and incurred during transferor's ownership of the Unit.
- 4.6. **SALE AGAINST OWNER'S WILL.** Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.3, 3.4, 3.5, and 3.6, nothing in this Covenant shall be interpreted to require an Owner to Sell the Unit against that Owner's will.
- 4.7. **SEVERABLE OBLIGATIONS AND LIABILITIES.** Different individuals and entities may eventually own the Unit. Each Owner of the Unit shall not be liable for or encumbered by the obligations or liabilities under this Covenant associated with any other Owner.
- 4.8. **NOTICES.** Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Each party to this Covenant, including the City and each Owner, may change their respective addresses for the purpose of receiving Notice by a written Notice to the other parties.

Notice to an Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060  
Attn: City Recorder and Housing Office  
Fax: (435) 615-4901

- 4.9. **SEVERABILITY.** If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.
- 4.10. **ATTORNEY'S FEES.** If any party shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorney's fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney's fees and costs incurred in enforcing such judgment.
- 4.11. **CHOICE OF LAW.** This Covenant shall be governed and construed in accordance with the laws of the State of Utah.
- 4.12. **SUCCESSORS.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, executors, administrators, devisees and assigns of the parties.
- 4.13. **THIRD-PARTY BENEFICIARY.** This Covenant is not intended to confer rights on third parties.
- 4.14. **PARAGRAPH HEADINGS.** Paragraph and Section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.
- 4.15. **GENDER AND NUMBER.** Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

4.16. **COVENANTS RUN WITH LAND.** The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in any Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all the subsequent Owners of the Unit and any other party with an interest in the Unit.

4.17. **INTEGRATION.** This Covenant constitutes the entire agreement between the parties with respect to the matters set forth herein.

4.18. **INTERPRETATION.** The terms of this Covenant shall be interpreted so as to avoid speculation on the Property.

4.19. **SUPERIORITY OF COVENANT.** The Owner acknowledges and agrees that they have not and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Owner, the City, and respective successors.

4.20. **NO CITY LIABILITY.** Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Owner against any loss.

4.21. **COUNTERPARTS.** This Covenant may be executed in several counterparts, all of which together shall constitute one binding agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

4.22. **RECORDATION.** Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City, and the Owner have executed this Covenant as of the Effective Date.

**CITY:**

PARK CITY MUNICIPAL CORPORATION,  
a Utah municipal corporation

By: Nann  
Name: Nann Worel  
Title: Mayor

Attest:

City Recorder's Office

Approved as to form:

## City Attorney's Office

## ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF SUMMIT )  
):ss.

On the 21<sup>st</sup> day of March, 2023, personally appeared before me Nann Worel who being by me duly sworn did say that she is the Mayor of Park City Municipal Corporation, and that the within and foregoing instrument was signed on behalf of and acknowledged by such entity.



~~My Commission Expires:~~

5-19-2023

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**NOTARY PUBLIC**

Residing at: Park City, Utah

**OWNER:**

## ALEXANDER B. COHEN

## ACKNOWLEDGEMENT

STATE OF UTAH )  
 ):ss.  
COUNTY OF SUMMIT )

On this 16<sup>th</sup> day of March, 2023, before me, the undersigned notary, personally appeared **ALEXANDER B. COHEN**, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose.



Minih Kelley  
Notary Public  
Residing at: Park City, Utah

### My Commission Expires:

5-19-2023

**OWNER:**

## **ELIZABETH G. COHEN**

## ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF SUMMIT )

On this 16<sup>th</sup> day of March, 2023, before me, the undersigned notary, personally appeared Elizabeth G. Cohen, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose.



Michelle Kellogg  
Notary Public  
Residing at: Park City, Utah

### My Commission Expires:

5-19-2023

## EXHIBIT A

### Legal Description of the Property

The real property referenced in the foregoing instrument is located in Summit County, Utah and is more particularly described as:

Lot 1, 243 Daly Avenue Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office

Tax Parcel No. 243-DA-1

Street Address: 243 Daly Avenue, Park City, UT 84060

## EXHIBIT B

### Qualification Guidelines

- 1) Purpose. The purpose of these Qualification Guidelines is to set forth the occupancy requirements for the Property pursuant to the Covenant.
- 2) Definitions. All capitalized items herein shall have the meanings set forth in the Covenant.

- 1) Application. To become a Qualified Resident, a person must provide the following information:
  - a) Verification (e.g., wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Park City that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;
  - b) Evidence that the applicant has worked, or will work, an average of 30 hours per week or more per year for one or more of such businesses;
  - c) A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
  - d) A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

**EXHIBIT C**  
**PARK CITY HOUSING AFFIDAVIT**  
**For Live Park City — Lite Deed Restriction Units**



**State of Utah**  
**County of Summit**

**BEFORE ME**, the undersigned Notary, \_\_\_\_\_ [name of Notary before whom affidavit is sworn], on this \_\_\_\_\_ [day of month] day of \_\_\_\_\_ [month], 20\_\_\_\_, personally appeared \_\_\_\_\_ [name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on \_\_\_\_\_ [his/ her/their] oath, deposes and says:

*I currently own the residence at \_\_\_\_\_ (street address) which is a deed restricted property to preserve resident, owner occupancy. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement that at least one Qualified Resident shall continuously occupy the Unit as their Primary Residence. I verify that I will occupy the property as either my primary residence, meaning that it will be the domicile in which I live for no less than 10 months out of each calendar year, or I agree to rent the unit to a Qualified resident for a minimum period of 6 months.\* I have never rented my home for short periods of time, or without prior written notice of the City. If approved by the city's housing office to rent to a roommate, please list name of roommate, employment, and amount of rent charged:*

\_\_\_\_\_.

[signature of affiant]

\_\_\_\_\_ (printed name of affiant)

\_\_\_\_\_ (phone)

\_\_\_\_\_ [mailing address of affiant, line 1]

\_\_\_\_\_ [mailing address of affiant, line 2]

\_\_\_\_\_ (email address)

Subscribed and sworn to before me, this \_\_\_\_\_ [day of month] day of \_\_\_\_\_ [month], 20\_\_\_\_.

[Notary Seal:]

\_\_\_\_\_ [signature of Notary]

\_\_\_\_\_ NOTARY PUBLIC

[typed name of Notary]

My commission expires: \_\_\_\_\_, 20\_\_\_\_.