

Upon recording, return to:

Staci White
961 South Fairview Avenue
Salt Lake City, Utah 84105

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11/15/2018 1:58:00 PM \$26.00
Book - 10730 Pg - 6602-6607
ADAM GARDINER
Recorder, Salt Lake County, UT
PARR BROWN GEE & LOVELESS
BY: eCASH, DEPUTY - EF 6 P.

Tax Parcel Nos. 16-09-179-011 & 16-09-179-012

(Space above for Recorder's use only)

DECLARATION OF RESTRICTIVE USE COVENANT

This Declaration of Restrictive Use Covenant (this "**Declaration**") is entered into this 15th day of November, 2018 (the "**Effective Date**"), by Staci White, an individual ("**White**").

RECITALS

A. On or around the Effective Date, Staci White, an individual, entered into a Settlement Agreement and Release (the "**Agreement**") with Michael Lewis, an individual ("**Lewis**"), and Salt Lake City, Utah, a Utah municipal corporation (the "**City**").

B. White owns and occupies certain real property more particularly described in **Exhibit A** attached hereto (the "**White Property**");

C. Lewis owns and occupies certain real property more particularly described in **Exhibit B** attached hereto (the "**Lewis Property**");

D. As a condition to entering into the Agreement, Lewis has required White to execute this Declaration for the benefit of Lewis.

AGREEMENT

NOW, THEREFORE, in consideration of the terms of this Declaration and the mutual undertakings and agreements set forth in the Agreement, and in consideration of the recitals above, White hereby declares as follows:

1. **Restricted Use.** White hereby agrees that for the Term described in Section 3: (a) the garage on the White Property shall not be used for long or short term residential habitation, either on a permanent or temporary basis; and (b) White shall install and maintain landscaping in the rear yard of the White Property in the area immediately adjacent to the fence between the rear yards of the White and Lewis Properties. Said landscaping shall include large caliper Aspen trees and shall be installed by May 15, 2019. White may add such additional landscaping on the White Property as White otherwise determines, provided that such landscaping does not extend into or overhang the Lewis Property.

2. **Application to all Owners, Tenants, and Occupants.** This Declaration shall be a covenant running with the land and burden the White Property for the benefit of the Lewis property. This Declaration shall be binding on White her successors and assigns, and shall benefit the Lewis and his successors and assigns. Every person who owns, occupies, or acquires any right, title or interest in the White Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration with respect to the White Property, whether or not there is any reference to this Declaration in the instrument by which such person acquires an interest in the White Property.

3. **Term.** This Declaration shall continue in full force and effect for so long as Lewis and his spouse, Katherine Lewis, or either of them, owns or controls the Lewis Property or a period of seven (7) years from the Effective Date, whichever is longer (the "Term"). Upon expiration of the Term, Lewis agrees to execute such documents as may be requested by White and any of her successors and/or assigns to evidence the expiration or termination of this Declaration.

4. **Amendment**. No amendment, change, or modification to this Declaration shall be valid unless it is in writing signed by White and Lewis or their respective successors and assigns.

5. **No Waiver**. Failure of a party to insist upon strict performance of any provisions of this Declaration shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Declaration shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

6. **Costs and Expenses and Remedies Upon Breach**. In the event of a breach in any of the restrictions contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees and costs, including experts' fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Because it would be difficult to ascertain the exact money damages suffered by a non-breaching party, such non-breaching party is entitled to appropriate equitable remedies in the event of any such breach.

7. **Severability**. If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

[Signature page follows.]

Exhibit A

(Legal description of the White Property)

The Property referred to in the foregoing instrument is located at 961 S. Fairview Avenue, Salt Lake City, in Salt Lake County, State of Utah, and is more particularly described as follows:

Lots 28 and 29, Block 10, DOUGLAS PARK, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Exhibit B

(Legal description of the Lewis Property)

The Property referred to in the foregoing instrument is located at 965 S. Fairview Avenue, Salt Lake City, in Salt Lake County, State of Utah, and is more particularly described as follows:

N 25 FT of lots 23 to 26 inclusive, and all lot 27, Block 10, DOUGLAS PARK, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.