

When recorded mail to:

James Ellsworth
50 East South Temple
Salt Lake City, UT 84100

Tax Parcel No. 16331280680000

14368637 B: 11562 P: 4393 Total Pages: 5
04/09/2025 09:53 AM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: KIRTON & MCCONKIE
36 SOUTH STATE STREET, SUITE 1 SALT LAKE CITY, UT 84111

DECLARATION OF RESTRICTIVE COVENANT

(Space above this line for Recorder's use only.)

THIS DECLARATION OF RESTRICTIVE COVENANT (this "**Restrictive Covenant**") is hereby executed this 9 day of April, 2025, by JEFF'S SHED LLC, a Utah limited liability company ("**Declarant**"), the current owner of the Property (defined below), in favor of the Benefited Property and Benefited Property Owner (each defined below):

RECITALS:

A. Declarant owns certain real property located at 1624 East Maple Ave, Millcreek, Utah 84106, and identified as Salt Lake County **Tax Parcel 16331280680000** (the "**Property**").

B. Certain real property adjacent to the Property located at 1620 East Maple Ave, Millcreek, Utah 84106 and 1618 East Maple Ave, Millcreek Utah 84106, and identified as Salt Lake County **Tax Parcels 16331280670000** and **16331280340000** respectively (collectively the "**Benefited Property**") and the current and future owners of the Benefited Property (individually the "**Benefited Property Owner**" and collectively, the "**Benefited Property Owners**") will be greatly benefited by, among other things, having a single family residence fronting Maple Avenue, of at least 3,000 square feet, on the Property that could impact the density and street frontage in the area and of the Benefited Property.

AGREEMENTS:

NOW, THEREFORE, for due and adequate consideration, and intending to be legally bound, Declarant agrees as follows:

1. Property Restrictions. Declarant hereby declares that the following shall be required, unless approved by the Benefited Property Owners in writing: (i) a single-family residence on the Property, (ii) which residence is a minimum of 3,000 square feet, and (iii) which residence faces towards, is accessed from, and fronts onto Maple Avenue (the "**Use Restrictions**"). Notwithstanding, the Use Restrictions on the Property shall not apply for the duration of time (but in no event to exceed three consecutive years) attendant: (1) a new residence is being constructed on the Property and/or (2) a remodel to an existing residence is being constructed on the Property. The Use Restrictions are intended to protect and benefit the Benefited Property and the Benefited Property Owners.

2. Indemnification. To the fullest extent permitted by applicable law, the violating party of this Restrictive Covenant hereby agrees to indemnify, defend and hold the Benefited Property Owners harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage to the extent caused by the violating party's breach of this Restrictive Covenant.

3. Enforcement. If any default or breach of this Restrictive Covenant is not remedied within thirty (30) days after notice thereof from a Benefited Party, such Benefited Party may reasonably enforce

this Restrictive Covenant through bringing a suit at law or in equity to enjoin any violation and/or to recover monetary damages, or both. The failure to enforce any provision, condition, term, limitation, restriction or prohibition set forth in this Restrictive Covenant shall not be deemed a waiver of any rights whatsoever.

4. Running with the Land. The restrictions, covenants, and burdens provided for herein shall be rights, restrictions, covenants, and burdens running with the Property and the Benefited Property. Any and all portions of the Property shall hereinafter be held, sold, conveyed, transferred, occupied, leased, rented, encumbered, and used subject to this Restrictive Covenant and its terms, provisions, covenants, restrictions, limitations, and conditions set forth herein, all of which shall be binding on Declarant, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

5. Injunctive Relief. Declarant, on its own behalf and on behalf of its successors and assigns, acknowledges that the breach of the foregoing restrictive covenants may cause immediate and irreparable harm for which damages are not an adequate remedy and that, to protect against such harm, a Benefited Property Owner may seek and obtain from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any actual or threatened breach or mandate compliance to remedy any actual or threatened breach. Such an action for a restraining order or injunction is in addition to and does not limit any and all other remedies provided by law or equity.

6. Entire Agreement. This Restrictive Covenant contains the full, complete and integrated statement of each and every term and provision agreed to by and between the parties hereto and supersedes any prior writings and agreements of any nature among the parties. This Restrictive Covenant shall not be orally modified in any respect and may be modified only by the written agreement of the parties hereto.

7. Attorney Fees. In the event of any action for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, the reasonable attorneys' fees and costs incurred by the prevailing party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Modifications. No modification, waiver, amendment, discharge, or change of this Restrictive Covenant shall be valid unless the same is in writing and recorded. Any change, modification, amendment or rescission which is made without the written consent of the Benefited Property Owners shall be null and void and of no effect.

9. Counterparts. This Restrictive Covenant may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same document.

[signature page follows]

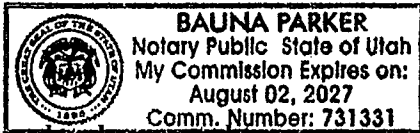
EXECUTED to be effective as of the date of recording in the Office of the Salt Lake County Recorder.

DECLARANT:

JEFF'S SHED, LLC,
a Utah limited liability company
By: [Signature]
Name: James E. Ellsworth
Its: Managing Member

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 9th day of April, 2025, personally appeared before me James E. Ellsworth, known or satisfactorily proved to me to be the managing member of JEFF'S SHED, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as managing member for said limited liability company.



Bauna Parker
NOTARY PUBLIC

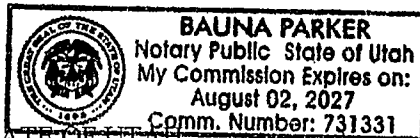
Agreed and consented to:
BENEFITED PROPERTY OWNERS:

[Signature]
Maple Yard LLC, a Utah limited liability company
By: James E. Ellsworth, its managing member

[Signature]
J&N Ellsworth Revocable Trust,
By: Nan E. Ellsworth & James E. Ellsworth, its Trustees

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

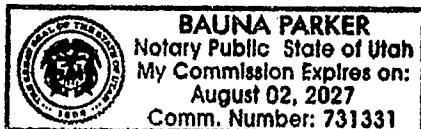
On this 9th day of April, 2025, personally appeared before me James E. Ellsworth, known or satisfactorily proved to me to be the managing member of MAPLE YARD, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as managing member for said limited liability company.



Bauna Parker
NOTARY PUBLIC

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 9th day of April, 2025, personally appeared before me James E. Ellsworth and Nan E. Ellsworth, known or satisfactorily proved to me to be the trustees of J&N ELLSWORTH REVOCABLE TRUST, who acknowledged to me that they each signed the foregoing instrument as trustees for said Trust.



Bauna Parker
NOTARY PUBLIC

EXHIBIT A

[Legal Description of the Property]

1624 East Maple Ave. Millcreek Utah

Tax Parcel No. 16331280680000

Commencing 774.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 77 feet; thence South 154.25 feet; thence East 77 feet; thence North 154.25 feet to the point of beginning.

Together with a right of way as evidenced by various instruments of record, including but not limited to, a Warranty Deed recorded September 30, 2003, as Entry No. 8836673, in Book 8890, Page 918, of Official Records, over the following: Beginning 694.3 feet West and 362.87 feet South of the Northeast corner of the Northwest quarter of Section 33, and running thence South 16.5 feet; thence West 898.5 feet to County Road, thence Northerly along the center of said County Road to a point due West of beginning, thence East 898.77 feet, more or less, to the point of beginning.

Subject to easements, restrictions and rights of way appearing of record or enforceable by law or equity.

EXHIBIT B

[Legal Description of the Benefited Property]

1620 East Maple Ave. Millcreek Utah

Tax Parcel 16331280670000

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 81 feet; thence South 108.95 feet; thence East 81 feet; thence North 108.95 feet to the place of BEGINNING.

SUBJECT TO AND TOGETHER WITH a right of way over the following:

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 16.5 feet; thence West 741 feet, more or less, to the center of county road; thence Northerly along the center of said road to a point due West of the place of beginning; thence East 741.27 feet, more or less, to the place of BEGINNING.

AND

1618 East Maple Ave. Millcreek Utah

Tax Parcel 16331280340000

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 105 feet; thence South 12 ½ rods; thence East 105 feet; thence North 12 ½ rods to the place of BEGINNING.

LESS AND EXCEPTING: BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence West 81 feet; thence South 108.95 feet; thence East 81 feet; thence North 108.95 feet to the place of BEGINNING.

SUBJECT TO a right of way over the North 16 ½ feet first described in above tract.