

14392076 B: 11575 P: 7336 Total Pages: 5  
06/02/2025 02:27 PM By: jilucas Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: SALT LAKE COUNTY CORPORATION  
451 SOUTH STATE STREET SUITE 406 SALT LAKE CITY, UT 84111



WHEN RECORDED RETURN TO:  
Salt Lake City Corporation  
Attn: Planning Director  
451 South State Street, Suite 406  
Salt Lake City, Utah 84111

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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, Shawn Brinkerhoff

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(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

535 S. Post St. UT 84104  
(address of the property)

with a Tax Parcel Identification Number of 1502452009 15042 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 2158. The square footage of the ADU is 999.

Parking for the ADU is:

Not provided on the Property (on street only); or

Provided on the Property (off street) and consists of Long driveway with stalls

adjacent to garage + Back alley access to additional parking.  
(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. *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.

**DECLARANT:** (must have a signature and notary block for each owner)

Declarant Signature: Shawn Brinkhoff

Declarant Printed Name: Shawn Brinkhoff

Date: 5-29-25

STATE OF UTAH

COUNTY OF Salt Lake

On this 29 day of May, 2025, before me Christy Hernandez, a notary public, personally appeared Shawn Brinkhoff, 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.

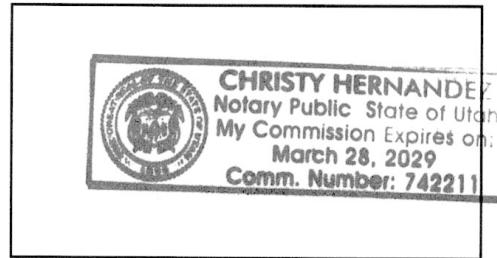
Notary Signature: Christy Hernandez

Notary Printed Name: Christy Hernandez

(A notary public commissioned in Utah)

Commission number: 742211

My commission expires: 3/28/2029



(declarant signature page follows)

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

By: *Demerce Robinson*  
(signature)

Name: Jason Berntson  
(printed name, title)

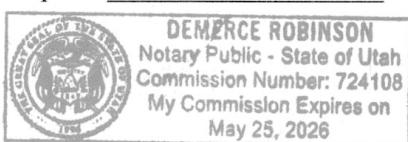
Date: 5-29-25

STATE OF UTAH )

COUNTY OF SALT LAKE )

On this 29 day of May, 2025, before me Demerce Robinson, a notary public, personally appeared Jason Berntson, 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 \_\_\_\_\_  
My commission expires \_\_\_\_\_



Demerce Robinson  
(signature)  
Printed Name: Demerce Robinson  
A notary public commissioned in Utah



*DocQuery*

**Parcel Number • 15-02-452-009-0000**

Active Parcel Number

**Acreage • 0.2000**

**Address • 535 S POST ST • SALT LAKE CITY • 84104**

**Owner of Record**

BRINKERHOFF, SHAWN

**Legal Description • Property Description For Taxation Purposes Only**

N 18.75 FT OF LOT 16 ALL LOT 17 & S 18.75 FT OF LOT 18 BLK 1 CITY PARK SUB

*SB*