

DOC # 20230028889

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 Gary Christensen Washington County Recorder
 09/26/2023 09:07:04 AM Fee \$ 40.00
 By ST GEORGE CITY



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

Tax ID:SG-CAD-3-40

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

CASCATA 14, LLC (“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 Subdivision: CASCATA AT DIVARIO (3) (SG) Lot:40

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 15 day of September 2023.

OWNER: CASCATA 14, LLC

DSullivan

By: Devin Sullivan
Title: Governing Person

STATE OF UTAH)
ss.
County of Washington)

On the 15 day of September 2023, personally appeared before me, Devin Sullivan who being by me duly sworn did say that he is the Governing Person (name and title) and that he executed the foregoing instrument on behalf of said company, being duly authorized and empowered to do so by its operating agreement, and he duly acknowledged to me that the company executed the same for the uses and purposes stated therein.

Tammy Knowles
(Notary Signature)

