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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/10/2024 11:01 AM  
FEE 40.00 Pgs: 2  
DEP AAM REC'D FOR CENTERVILLE  
CITY

**WHEN RECORDED MAIL TO:**

CENTERVILLE CITY  
Attn: City Recorder  
250 North Main Street  
Centerville, Utah 84014

**COVENANT RESTRICTING USE OF LAND**

The undersigned Grantor(s) hereby grant(s), for consideration received, to CENTERVILLE CITY, as Grantee, the following described covenant restricting the use of the following described real property (hereinafter the "Property"): 1851 North 200 East, Tax ID 070750403

**ALL OF LOT 403, ROLLING HILLS ESTATES SUB PLAT D. CONT. 0.23 ACRES**

Approval was granted by Centerville City on the 20th day of August, 2024, for the establishment of a Second Kitchen in a Single Family Dwelling to be maintained on the Property in accordance with Section 12-55-160 of the Centerville City Municipal Code, as amended. It is expressly acknowledged by Grantor(s) that approval of the Second Kitchen in a Single Family Dwelling for the Property does not and shall not be construed to constitute approval of a second dwelling unit or accessory dwelling unit as provided by Centerville City Ordinances. Maintenance and use of the Second Kitchen in a Single Family Dwelling as provided herein is subject to the following restrictions and conditions unless otherwise permitted by Centerville City Ordinances: (1) the residence shall have only one front entrance; (2) the residence shall have only one address; (3) an interior access shall be maintained to all parts of the dwelling with no keyed or deadbolt locks or other manner of limiting or restricting access to the second kitchen from the remainder of the dwelling; (4) the residence shall have no more than one electrical meter; (5) the second kitchen shall exist only as part of the primary structure and shall not be installed in an accessory or out building; (6) present and future owners of the residence shall limit use of the single family dwelling to one family; (7) no roomers or boarders shall be permitted within the single family dwelling; (8) all construction shall meet the applicable Building and Construction Codes, as adopted by Centerville City; and (9) the residence shall not be converted into two or more dwelling units unless otherwise permitted and approved by Centerville City pursuant to applicable Ordinances.

Grantor(s), his/her/its heirs, legal representatives, successors and assigns, including any future owner(s) or leaseholder(s) of the Property, shall not use the Property for anything other than a single-family residence in accordance with the covenants set forth herein. No structure built or maintained on the Property shall be used or converted to provide two or more residences or dwelling units, as defined in the Centerville Municipal Code, in accordance with the covenants set forth herein. Maintenance of the Second Kitchen in a Single Family Dwelling on the Property shall comply at all times with the restrictions and limitations set forth above.

The Grantor(s), as the property owner(s) of record of the above-described property, hereby expressly

acknowledge(s) all of the conditions and restrictions of the Centerville City Second Kitchen in a Single Family Dwelling Ordinance and hereby consent(s) to the recording of this Covenant Restricting the Use of Land with the Davis County Recorder, State of Utah. This Covenant Restricting the Use of Land set forth herein shall run with the Property and be binding upon and inure to the benefit of the heirs, officers, representatives, agents, successors, future owners, and assigns of the Grantor(s).

If the covenants set forth herein are breached or violated in any way, Centerville City, may, at its option, require immediate termination of the offending use. Centerville City reserves all rights of enforcement and other remedies available at law. The covenants set forth herein shall remain in effect regardless of the amount of time the Property is used in violation of the covenants.

Dated this 20th day of August, 2024.

"Grantor"

Julie Burningham  
Grantor's Signature

Julie Burningham  
Printed Name

"Grantor"

Reed Burningham  
Grantor's Signature

Reed Burningham  
Printed Name

#### ACKNOWLEDGMENT

(Complete if Owner is an Individual)

STATE OF Utah )  
COUNTY OF Davis ) :ss.

On the 20th day of August, 2024, personally appeared before me Julie Reed Burningham, who being duly sworn, did say that (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

Frances D Davis  
Notary Public

My Commission Expires:

2-3-2027

Residing at:

Syracuse Utah

