

6909

DECLARATION OF ZONING LOT  
AND RESTRICTIONS ON PROPERTY

RECORDED  
UTAH COUNTY RECORDER  
DEPUTY  
PR

1984 MAR -6 PM 2: 27

*Carl S. Matthews*

6909

TO THE PUBLIC:

We, the undersigned owners of real property in Utah County, State of Utah, which property is located as follows: (Legal Description)

Commencing 23.37 chains South and 12.54 chains West from the Northeast corner of the Northwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 24 rods; thence West 10 rods; thence South 24 rods; thence East 10 rods to the point of beginning.

Commencing 16.60 chains North and 992.64 feet West of the Southeast corner of the Northwest quarter of Section 22, Township 5 South, Range 1 East, SLM; thence North 24 rods; thence West 48.87 feet; thence South 15' 32" East 396 feet; thence East 47.08 feet to point of beginning. Area .44 of an acre.

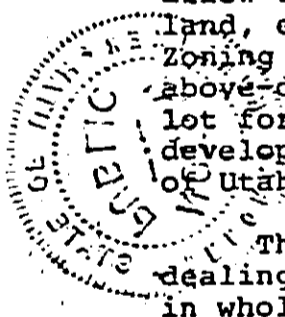
have the intent to maintain a single zoning lot to qualify for a single-family residence under the provisions of the "1976 Revised Zoning Ordinance of Utah County, Utah, as Amended".

We hereby covenant and agree that neither we, nor any of our heirs, executors, administrators, or assigns shall ever allow further residences or residential use of the above-described land, except properly approved uses as allowed by the Utah County Zoning Ordinances. Further, we covenant and declare that the above-described property shall be maintained as a single zoning lot for purposes of residential use and no further residential development is permitted under the existing Zoning Ordinances of Utah County.

This covenant shall hereinafter be included in any deed dealing with the above-described property or portions thereof, in whole or by reference thereto.

Invalidation of any of these covenant provisions by judgment or Court order shall not affect any of the other provisions, which shall remain in full force and effect.

If the owners, or any one of them, or their heirs, executors, administrators, agents, or assigns shall violate, or attempt to violate any of the provisions of this instrument, Utah County may enforce said agreement through the withholding of building permits, enjoining construction, or invoking other injunctive relief, abatement, mandamus, or pertinent civil proceeding; or may institute a criminal proceeding for a misdemeanor as provided for a violation of the Zoning Ordinance; further, any party having an ownership interest may seek similar civil relief, and, where successful, such party may be awarded any Court costs required for enforcement.



BOOK 2120 PAGE 410

This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until 20 years from the date of execution hereof; and shall be automatically renewed for successive 10 year periods, or until the entire land parcel brought within the confines of an incorporated municipality.

Signed:

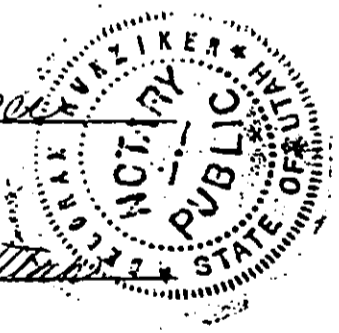
[Signature]  
James Christensen

STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

On the 10th day of March, 1984,  
personally appeared before me \_\_\_\_\_

the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



My Commission Expires:  
9/13/87

Residing at:  
American Fork, Utah

6909

BOOK 2120 PAGE 411