

5403

RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL
OR OTHER NON-AGRICULTURAL USE OF THE LAND

TO THE PUBLIC:

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows: (legal description)

Southeast Quarter of the Southwest Quarter of Section 27, Township 4 South, Range 3 West, Salt Lake Base & Meridian; and the East one-half of the Northeast one-quarter of the Southwest one-quarter of Section 27, Township 4 South, Range 3 West, Salt Lake Base & Meridian.

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows: (legal description) have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in section 17-27-27 of the 1953 as amended and section 4-3-53 of the 1976 Revised Zoning Ordinance of Utah County, Utah, for the division of agricultural land for agricultural purposes, I hereby covenant that neither I, nor my heirs, executors, administrators or assigns will ever allow residential or other non-agricultural use of this land without properly obtaining an approved subdivision plat as required by law.

This covenant shall run with the land and shall be binding upon all persons owning or leasing the above described real property; it shall not apply (1) to those portions of the property contained in a properly approved and recorded subdivision plat; (2) those portions of the property placed into an incorporated city or town; or (3) upon repeal of the requirements for such a covenant under section 4-3-53 or its successor statute. Further, this covenant shall hereinafter be included in any deed dealing with the above described property, or portions thereof, in whole, or by reference hereto.

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 owner or owners of the above described real property, or any portion thereof, or the owner(s)' heirs or assigns shall violate or attempt to violate any of the covenants above set forth, Utah County or any other person owning a portion thereof, may enjoin such transfer, sale, or use by action for injunction brought in any court of equity jurisdiction or may pursue any other remedy at law or equity. All costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate wrongfully deeded, sold, leased, used, or conveyed until paid. Such lien may be enforced in such manner as the court may order.

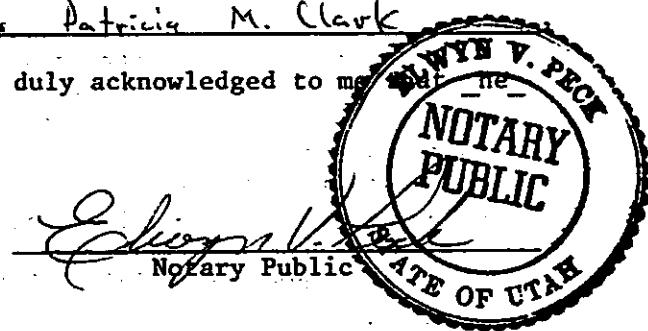
Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed

Sylvan Kenley Clark
Patricia M. Clark

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On the 10 day of Jan, 1980, personally appeared before me Sylvan Kenley Clark, Patricia M. Clark the signer of the above instrument, who duly acknowledged to me that he executed the same.



Residing at Lehi, Ut.

Commission Expires: 3-25-83

APPROVED AS TO FORM:

Iva Buell
Building Inspector

RECORDED AT THE REQUEST OF
Centennial Title

1980 FEB -6 PM 4:46

NINA B. KELI
UTAH COUNTY RECORDER
DEPUTY RECORDER
PR. ABS. INDEX
DESC. 19

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