

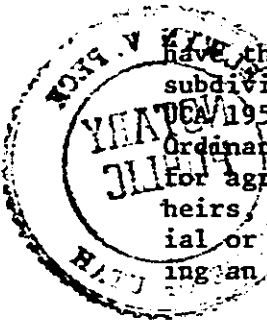
5403

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.



have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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.

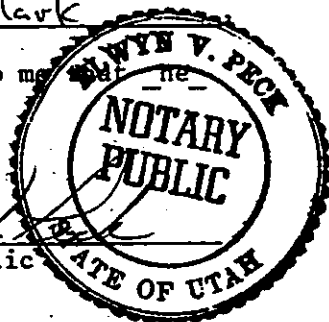
Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Inspector before recording 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 me executed the same.



Edwin V. Peck  
Notary Public

Residing at Lehi, Ut.  
Commission Expires: 3-25-83

APPROVED AS TO FORM:

Ira Snell  
Building Inspector

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RECORDED AT THE REQUEST OF  
Centennial Title  
1980 FEB -6 PM 4:46  
NINA B. KELU  
UTAH COUNTY RECORDER  
DEPUTY 6/11 FEE 6.00  
PR. ABS IND.  
DESC. 13