

ENT 62096:2007 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Apr 27 12:21 pm FEE 19.00 BY HI
RECORDED FOR CHIPMAN, ROSEMARIE

DECLARATION OF ZONING LOT

TO THE PUBLIC:

I (we) the undersigned owner(s) of real property in the unincorporated area of Utah County, State of Utah, which property consists of two or more parcels that are located as follows [legal description]:

see Exhibit A

have the intent to maintain said property as a single zoning lot which meets the requirements of the Utah County Land Use Ordinance for a garage & dwelling [state specific type or use of building], hereinafter termed the "Subject Building and Use".

I (we) hereby covenant and agree as follows:

1. That the above-described property shall be maintained as one unit and considered as one zoning lot for the "Subject Building and Use";
2. That only the "Subject Building and Use" and no other buildings or uses, except those deemed by Utah County meet its zoning and building ordinances as evidenced by a county permit granted therefore, shall be located upon the above-described property;
3. That any sale, lease, bequest, or other assignment or transfer of the above-described property shall occur for the property as a unit, and that any sale, lease, bequest, or other assignment or transfer, of only a part of the property to persons or entities other than the owners of the "Subject Building and Use" shall be a violation of this covenant, and in addition to any sanctions for such violation, shall revoke the right to maintain the "Subject Building and Use" on the property;
4. This covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference thereto. If included by reference only, the reference shall specifically state the full title of this restrictive covenant and shall state the entry number and year in which it was recorded with the Utah County Recorder.

- 5. This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until twenty years from the date of execution hereof and shall be automatically renewed for successive ten year periods, or until such time as: (a) a Certificate of Release from the Utah County Zoning Administrator is recorded stating the Declaration of Zoning Lot Declaration is no longer required because the land, as configured and used without the Zoning Lot Declaration, conforms to the current Land Use Ordinance provisions; (b) the entire property as described above becomes a part of an incorporated city or town; or (c) the "Subject Building and Use" is abated or removed from the above-described property.

- 6. If the owners, 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; appropriate civil proceeding including injunctive relief which may include enjoining construction, abatement, mandamus, or other appropriate civil remedies; or may institute criminal proceedings for misdemeanor violations as provided for violation of a Land Use Ordinance. Further, any aggrieved party having a legal interest may seek similar civil relief, and, where successful, the county or such other party may be awarded any court costs and attorneys' fees required for enforcement.

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

Signed:

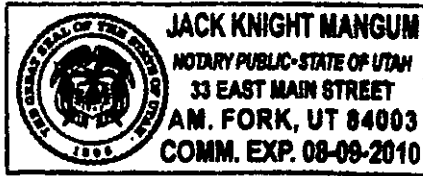
Rosemarie S. Chipman

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
 COUNTY OF UTAH)

On the 26th day of April, 2007 [year], personally appeared
 before me [enter here the names of persons signing above], Rosemarie S. Chipman

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



Jack K. Mangum

Notary Public

**ACKNOWLEDGMENT
(CORPORATE FORM)**

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the ____ day of _____, [year], personally appeared before me, _____ and _____, who being by me duly sworn did say, each for him/herself, the he/she the said _____ is the President and he/she, the said _____, is the Secretary of _____

_____ [name of corporation], which is a corporation filed and currently in good standing with the Utah State Department of Commerce, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors according to the terms of the Articles of Incorporation and Bylaws of said corporation,

and said _____, and _____ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Affix corporate seal below]

Notary Public

Reviewed prior to recording:

By: *[Signature]*

Zoning Administrator's staff

Date: 4/26/07

Exhibit A

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Serial # 13:050:0069

COM. 1329.6 FT N & 66 FT E OF SW COR OF SE 1/4 OF SEC 23, T 5 S, R 1 E, SLB&M; N 171.7 FT; E 166.7 FT; S 93.4 FT; S 65 34' W 182 FT TO BEG. AREA .504 OF AN ACRE

Serial # 13:050:0070

COM. 1501.3 FT N & 66 FT E OF SW COR OF SE 1/4 OF SEC 23, T 5 S, R 1 E, SLB&M; N 83.7 FT; E 165.7 FT; S 83.7 FT; W 165.7 FT TO BEG. AREA .318 OF AN ACRE

Serial # 13:050:0140

COM. N 854.04 FT & E 66 FT FR S 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; N 52.18 FT; S 89 DEG 25'37"E 134.15 FT; N O DEG 34'21"e 185.99 FT; N 89 DEG 25'37"W 0.66 FT; N O DEG 58'39" E 93.4 FT; N O DEG 34'23"E 149.61 FT; N 89 DEG 25'37"W 125.87 FT; N 65 DEG 34'0"E 168.19 FT; N 177.1 FT; W 23.7 FT; N 87.8; E 221 FT; S 818.56 FT; W 363 FT TO BEG. AREA 4.377 OF AN ACRE

Serial # 13:050:0126

COM. N 1585 FT & E 89.9 FT FR S 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; N O DEG 58'37"E 50.72 FT; S 89 DEG 13'27"E 117.25 FT; S 49.13 FT; W 118.1 FT TO BEG. AREA .135 OF AN ACRE