

00643477 BK 1330 Pg 0627
RUSSELL SHIRTS & WASHINGTON CO RECORDER
1999 APR 13 15:22 PM FEE \$16.00 BY JLJ
FOR: TERRY DOUGLAS D

RETURN RECORDED DOCUMENT TO:
Douglas D. Terry
Attorney at Law
150 North 200 East, Suite
St. George, Utah 84770

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, being an authorized representative of Mountain America Credit Union, the owner of that certain parcel of real property described in Exhibit "A", attached hereto, and hereinafter referred to as "The Property", and for the benefit of Dean T. Terry and Carol F. Terry, who are also signatories of this Restrictive Covenant, together with their personal representatives, successors, heirs and assigns, hereby covenants and agrees as follows:

That The Property which is not yet improved, shall be restricted from any and all uses, other than a business which is similar in nature to the business of Mountain America Credit Union. This restriction shall not preclude the use of The Property for an office building. Any deed, lease, conveyance, or contract made in violation of this Restrictive Covenant shall be void and may be set aside on petition of one or more of the parties to this agreement, together with their successors in interest, personal representatives, heirs or assigns, who shall be deemed parties to this agreement to the same effect as the original parties. All costs and expenses of such proceedings shall be assessed against the party who violated this Restrictive Covenant and shall constitute a lien against The Property, and such lien may be enforced in any such manner as a court of competent jurisdiction may order.

This Restrictive Covenant constitutes a restrictive covenant running with the land, without termination date, unless and until such time as Mountain America Credit no longer uses the sewer line which is described in the Sewer Easement which is partial consideration for this Restrictive Covenant, at which time this Restrictive Covenant shall terminate. This Restrictive Covenant shall bind all future owners of The Property and the Terry Property, together with all successors and assigns of Mountain America Credit Union, and Dean T. Terry and Carol F. Terry.

This agreement shall take effect and shall be in full force when executed by Mountain America Credit Union and Dean T. Terry and Carol F. Terry and recorded in the office of the Washington County Recorder.

GREAT BASIN ENGINEERING - South

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116
(801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551 • E-mail gbes@xmission.com



00643477 Bk 1330 Pg 0629

Exhibit "A" - Unimproved Property

December 2, 1998

A part of the Northeast 1/4 of Section 22, Township 42 South,
Range 16 West, Salt Lake Base & Meridian in St. George, Utah:

Beginning at the southwest corner of Lot 1, Sunset Hills Subdivision,
said point being 1541.41 feet South 89°13'27" West from the Northeast Corner
of said Section 22, running thence North 89°13'27" East 152.87 feet; thence
South 19°20'37" West 249.06 feet to the North line of Sunset Boulevard
(Highway 91); thence westerly along said line North 70°39'23" West 70.91 feet;
thence North 0°56'35" West 209.46 feet to the point of beginning.

Contains 0.570 Acres



MOUNTAIN AMERICA Credit Union
CREDIT UNION

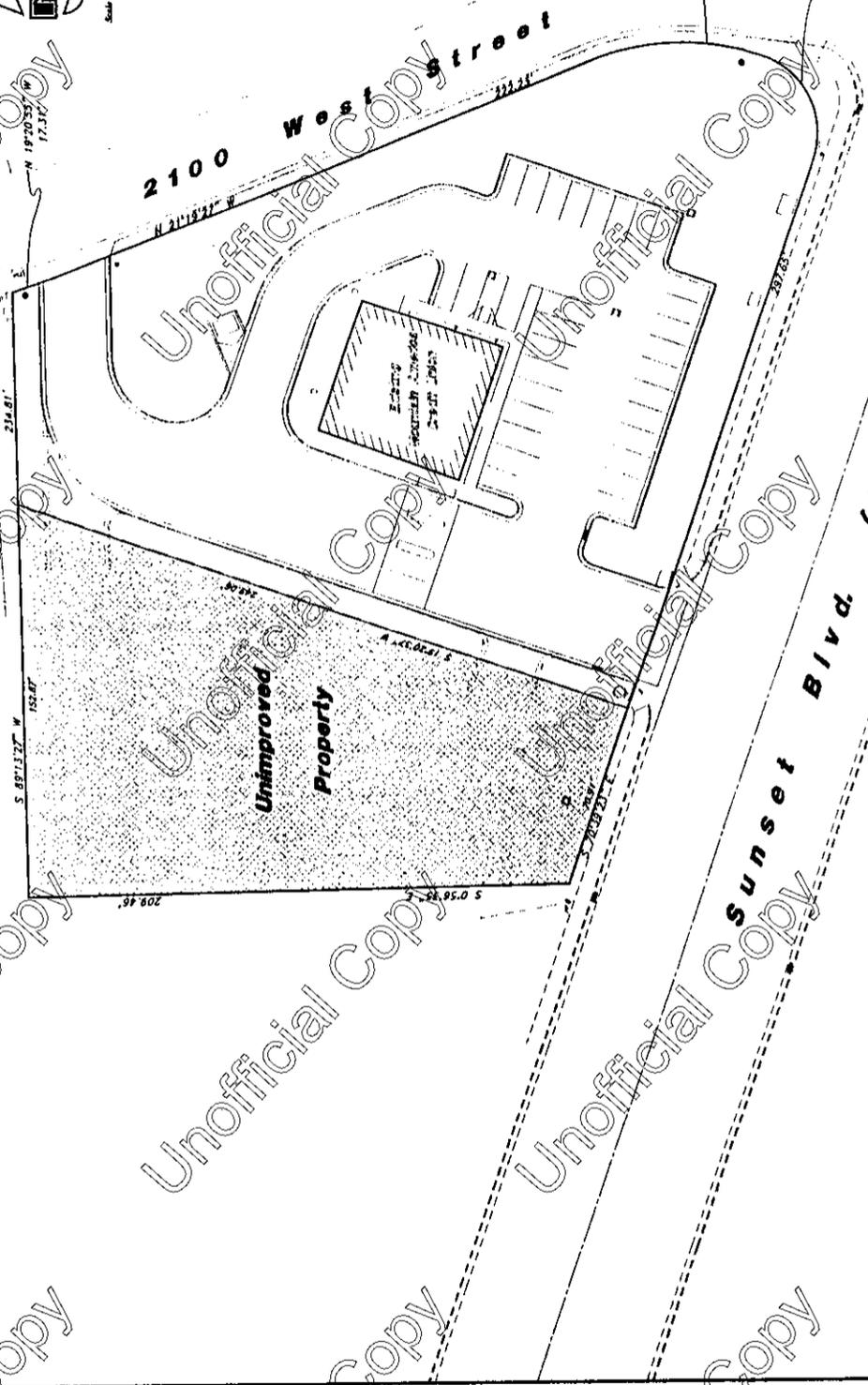
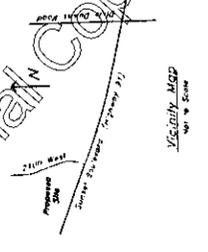


Exhibit "A"

GREAT BASIN ENGINEERING, INC.
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