

9992

RESTRICTIVE COVENANT PRECLUDING RESIDENTIAL
OR OTHER NON AGRICULTURAL USE OF LAND

TO THE PUBLIC:

I, the undersigned owner of real property in Utah County, State of
Utah, which property is located as follows: **200 acres of land in Cedar Valley**
The NorthWest Quarter of Section 35, Township 7 South, Range 2 West (160 Acres)
and
The Northwest 1/4 of the Northeast Quarter Section of Section 35, Twp 7 South,
Range 2 West (40 acres)

RECORDED AT THE REQUEST OF
Michael M. [Signature]
1984 APR -5 AM 10:32
UTAH COUNTY RECORDER
DEPUTY
PR. [Signature]

9992

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 mended 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 any
heirs, executors, administrators or assigns will allow residential use
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 to (1) 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 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 owner or owners of the above described real property, or
any portion thereof, or the owner(s)' heir's 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.

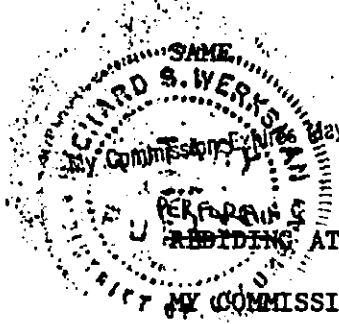
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Change or amendmend of these covenants may be affected only as such is in compliance with the laws and ordinances of the State of Utah and its political subdivision. This covenant, and any changes or amendmendts thereto must first be approved in writing 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: *Terrel H. Bell*
Terrel H. Bell
Betty R. Bell
Betty R. Bell

CITY WASHINGTON
STATE OF UTAH)
DISTRICT SS:
COUNTY OF UTAH) COLUMBIA

ON THE 10 DAY OF OCTOBER 1983 PERSONALLY
APPEARED BEFORE ME TERREL H. & BETTY R. BELL, THE SIGNERS OF
THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED TO THAT THEY EXECUTED THE



Richard S. Werksman
NOTARY PUBLIC

RESIDING AT: WASHINGTON, D.C.
MY COMMISSION EXPIRES: MAY 15 1988

REVIEWED PRIOR TO RECORDING:

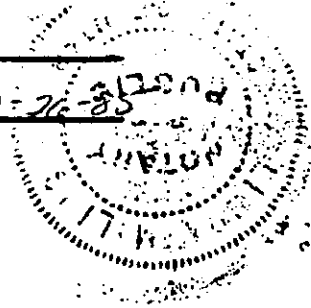
BUILDING OFFICIAL
DATE: 4-5-84

SIGNED: *Gary R. Buringh*
Deputy Utah County Attorney

STATE OF UTAH,)
COUNTY OF SL)

ON THE 26 DAY OF oct 1983, PERSONALLY APPEARED BEFORE ME
Nicholas G. Smith AND
Arvest, Inc.
Nicholas G. Smith, Arvest, Inc.
THE SIGNERS OF THE ABOVE WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
SAME.

Linda M. Long
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10-26-85



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