

42531

**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):

All of Section 34 & 35, T7S, R2W, SLBM. 1280 acres
SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T7S, R2W, SLBM. 40 acres

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 4-3-45 of the "Utah County 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 4-3-45 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.

RECORDED AT THE CLERK'S OFFICE
OF THE COUNTY OF UTAH
1986 DEC 11 PM 2:05
NINA B. FRED
UTAH COUNTY CLERK
BY: *[Signature]*

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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 Official before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

STERLING COMPANY

Signed: _____

Sterling W. Sill

ACKNOWLEDGEMENT

STATE OF UTAH)
SALT LAKE :
COUNTY OF ~~KANE~~)

On the 3rd day of April, 1986, personally appeared before me, STERLING W. SILL, general partner the signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same in behalf of and with authority of said partnership.

Notary Public

Residing At: Salt Lake City, Utah

Commission Expires: 8/20/89

Reviewed prior to recording:

By: _____

ABR
Building Official

Date: _____

12/11/86

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