

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)**

UTAH COUNTY RECORDER  
DEPUTY  
APR 5 1984

1984 APR -5 AM 10:32

Michael M. [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.

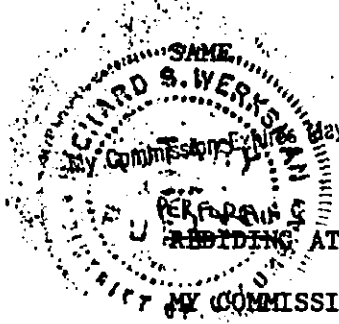
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Change or amendmend of these covenants may be affected only as such is in compliance with the laws and ordinances of the State of Utah and its political subdivision. This covenant, and any changes or amendmendts thereto must first be approved in writing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

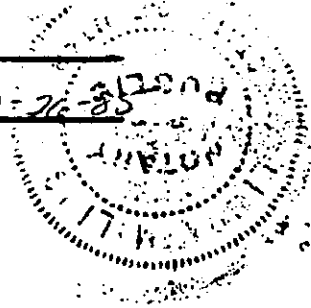
BUILDING OFFICIAL  
DATE: 4-5-84

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 McLeary*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10-26-85



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