

DECLARATION OF FARM UNIT

ENT 1145 BK 2482 PG 715
NINA R REID UTAH COUNTY RECORDER DEP MB
1988 JAN 15 10:35 AM FEE .00
RECORDED FOR UTAH COUNTY ATTORNEYS

TO THE PUBLIC:

We, the undersigned owners of real property in Utah County, State of Utah, which property is more particularly described as follows:

See Exhibit "A", attached hereto and made a part hereof, for the legal description.

This document, with its attached legal description, is recorded to correct the legal description of the "Restrictive Covenant" which was recorded previously in Book 1963, pages 109 and 110 on February 3, 1982, and which previous legal description did not close, contained an incorrect dimension, and was incomplete.

have the intent to maintain a farm unit necessary to qualify for farm caretaker dwellings under the provisions of Sections 4-3-42 and 4-3-43 of the "Utah County Zoning Ordinance".

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, which is a bona fide farming operation qualifying for each and all farm caretaker dwellings approved, subject to the above-cited (or successor) ordinance.

2. That neither we, nor any of our heirs, executors, administrators, or assigns shall allow residential use of the above-described real property, except properly approved primary and secondary farm dwellings for caretakers employed on the premises.

3. This covenant shall run with the land and shall be binding upon all persons owning or leasing the above-described real property.

4. This covenant shall terminate and be of no further force or effect at such time as: (1) the Utah County Zoning Ordinances are repealed or amended to no longer require the farm unit as set forth above; (2) portions of the property above-described become a part of an incorporated city or town; or (3) the above-described real property is rezoned to permit residential uses of the above-described property, where the owners or their successors are able to comply with the then existing zoning ordinances of Utah County.

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 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, or 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 zoning ordinance; further, any aggrieved party having a legal interest may seek similar civil relief, and where successful, such party may be awarded any court costs or attorney's fees required for enforcement.

Signed: *under protest*

Donald N. Fenn

Donald N. Fenn

Dixie Fenn

Dixie Fenn

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 12th day of JANUARY, 1988,
personally appeared before me Donald N. and Dixie Fenn

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

Dale J. Quinn

NOTARY PUBLIC
Residing At:
COMMISSION EXPIRES MARCH 22, 1991
RESIDING AT HIGHLAND, UT. 84003

My Commission Expires:

This form approved by the Utah County Attorney's office, Civil Division, on 21 August 13, 1985.

EXHIBIT A

The West 60 feet of the following description: commencing at the Southeast corner of the Southwest one-quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence West 8.03 chains; thence North 9.10 chains, thence East 15.72 chains; thence South 9.10 chains; thence West 7.69 chains to the place of beginning.

Also, the West 60 feet of the following description: commencing at the Northeast corner of the Northwest one-quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence West 8.03 chains; thence South 1.75 chains; thence East 15.72 chains; thence North 1.75 chains; thence West 7.69 chains to the place of beginning.

Also, commencing 96.92 feet South of the Northeast corner of the Northwest one-quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South $89^{\circ}26'$ East 480 feet; thence South $55'$ West 323 feet; thence South $89^{\circ}55'$ West 723 feet; thence South $43'$ West 1289 feet; thence North $89^{\circ}15'$ West 694.4 feet; thence South $33'$ West 1782.92 feet, more or less, to the South Boundary of Grace C. Schettler's property; thence North $73^{\circ}21'$ West 465.5 feet; thence North $68^{\circ}10'$ West 468.5 feet; thence North $68^{\circ}52'$ West 500 feet; thence North $1^{\circ}10'$ East 2124 feet; thence South $89^{\circ}41'$ East 1335 feet; thence North $1^{\circ}2'$ East 797 feet, more or less; thence South $89^{\circ}26'$ East 930.5 feet to the place of beginning.

Less the following territory: commencing 96.92 feet South and North $89^{\circ}26'$ West 243 feet from the Northeast corner of the Northwest one-quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South $89^{\circ}26'$ East 723 feet; thence South $55'$ West 323 feet, thence South $89^{\circ}55'$ West 723.0 feet; thence North $43'$ East 323 feet, more or less, to the place of beginning.