

DECLARATION OF ZONING LOT
AND RESTRICTIONS ON PROPERTY

ENT 32450 BK 2823 PG 831
NINA B REID UTAH CO RECORDER BY BT
1991 AUG 16 2:58 PM FEE 8.00
RECORDED FOR SECURITY TITLE AND ABSTRACT

TO THE PUBLIC:

We, the undersigned, having an ownership interest in real property located in Utah County, State of Utah, which property is more particularly described as follows:

Beginning at a fence corner at a point lying East 481.90 feet and South 100.62 feet from the South Quarter Corner of Section 22, Township 5 South Range 1 East, Salt Lake Base and Meridian, Utah County, State of Utah; thence as follows: (all in said Township and Range):

East 1.55 feet
North 701.23 feet
West 250.00 feet
South 449.17 feet
North 89 deg. 31 minutes 28 seconds West
274.33 feet
South 250 feet;
South 89 degrees 31 minutes 28 seconds East
522.72 feet to the point of beginning.

have the intent to maintain a single zoning lot to qualify for a single-family residence under the provisions of the "Utah County Zoning Ordinance".

We hereby covenant and agree that neither we, nor any of our heirs, executors, administrators, or assigns shall ever allow further residences or residential use of the above-described land, except properly approved uses as allowed by the Utah County Zoning Ordinances. Further, we covenant and declare that the lot for purposes of residential use and no further residential development is permitted under the existing Zoning Ordinances of Utah County.

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 owners, or any one of them, 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, enjoining construction, or invoking other injunctive relief, abatement, mandamus, or pertinent civil proceedings or may institute a criminal proceeding for a misdemeanor as provided for a violation of the Zoning Ordinance; further, any party having an ownership interest may seek similar civil relief, and, where successful, such party may be awarded any Court costs required for enforcement.

This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until 20 years from the date of execution hereof; and shall be automatically renewed for successive 10 year periods, or until such time as: (a) the Utah County zoning ordinances are repealed to no longer require the above-described zoning lots; (b) the entire property as described above becomes a part of an incorporated city or town; or (c) the "Subject Building and Use" is abated or removed from the above-described property.

Signed:

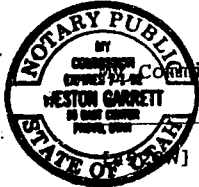
Donald N. Fenn Dixie B. Fenn

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 15th day of August, 1991, personally appeared before me Donald N. Fenn and Dixie B. Fenn, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Weston Barrett
Notary Public
Residing at: Provo, Utah



Commission Expires:
7/1/1992