

35141

RESTRICTIVE COVENANT

TO THE PUBLIC:

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

Com. at NW Cor of Sec. 28, T6S, R2E SLM: E 1638 Ft; So. 34.26' E 197ft; W1750 Ft; N163 Ft to Beg. Area 6.34 acres.

Com at SW Cor. of Sec. 21, T6S, R3E, SLM: N341.88 ft; E1094 ft; S 125 ft; E391 ft; S34.26' E 263.84 ft; W1638 Ft to beg. Area 10.98 acres.

Com. at SE Cor Sec 20, T6S, R2E, SLM: N 5.18 Chs; W667.29 ft; S11 ft; W250 ft; S89°40', W 1379.59 ft; N32°30" W 290 ft; W56 ft; S32°30' E 6 chs; E31.5 Chs to beg. Area 8.52 acres

Comm at NE Cor of Sec. 29, T6S, R2E SLM; W41 chs; S33 3/4 E 3 chs; E39.87 Chs; N2.47 chs to beg. Area 10.12 acres

Com at NW Cor NE 1/4 Sec. 20, T6S R2E, SLM; S1.40 chs; E293.27 ft; N24' 55" W. 1.40 chs; W253.25 ft to beg. Area .54 acres

Comm. 1.40 chs S of NW Cor. NE 1/4 Sec 20, T6S, R2E, SLM: S3.10 Chs; E 253 ft; N3.10 chs; W253 ft to beg. Area 1.19 acres.

Comm 889.24 ft. of NW Cor of NE 1/4 of Sec. 20, T6S, R2E, SLM: E430.76 ft; S. 4.50 Chs; W430.76 ft. N297 ft to beg. Area 2.94 acres.

Com. 341.88 ft. N and 1.094ft E. of SW1/4 Cor of Sec. 21, T6S, R2E, SLM: E 306 ft; S34'26" E151.16 Ft; W391 Ft; N125 ft; to beg. including .015 second ft; of water fr existing well. Area 1.11 acres.

Com N89°34'05" E 418.27 ft. and S24.92 ft. of N1/4 Cor Sec. 20, T6S, R2E, SLM: S24 55" E 273.63 ft; S88°40'58" W 165.02 ft; N25'55" W276.51 ft; N89°40'57" E 165 ft to beg. Area 1.04 acres:

have the intent to maintain a farm unit necessary to qualify for farm caretaker dwellings under the provisions of sections 4-3-50 and 4-3-51 of the 1976 Revised Zoning Ordinance of Utah County, Utah.

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.

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4. This covenant shall terminate and be of no further force or effect at such time as 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; (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; or, (4) shall terminate after any such residence is vacated and removed from the portion of said real property located at 3551 W. 3200 No., and a notice of Removal of Residence and Termination of Covenant is verified by Utah County Building Official and recorded in the office of the Utah County Recorder.

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:

Dean Miner

Ferrill G. Miner

Dean Miner, Jr.

Ned Miner

Vivian G. Miner

Blanche R. Miner.

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 11th day of December, 1981, personally appeared before me Dean Miner, Dean Miner, Jr. Vivian G. Miner, Ferrill Dean Miner and Ned Miner, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Charles J. Mackay
NOTARY PUBLIC

My Commission Expires: 3-25-85 Residing at: Springville, Utah

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Dean Miner

1981 DEC 14 AM 11:33

STATION 8/A 27850

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