

**RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL
OR OTHER NON-AGRICULTURAL USE OF A STRUCTURE**

TO THE PUBLIC;

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows (legal description):

SEE EXHIBIT "A"

ENT 1325:2003 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jan 06 10:34 am FEE 0.00 BY JRD
RECORDED FOR UTAH CO COMMUNITY DEVELOPE

Which Property contains the agricultural structure as constructed under Utah County Building Permit Number 3957.

I hereby covenant that neither I nor my heirs, executors, administrators, or assigns will ever allow residential or other non-agricultural use of said structure without properly submitting plans for and obtaining a building permit for a change of occupancy that is in compliance with zoning regulations and construction codes as adopted by Utah County.

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 placed into an incorporated city or town; (2) upon repeal of the requirements for such a covenant by amendment of the Utah County Zoning Ordinance. 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. If included by reference only, the reference shall specifically state the full title of this restrictive covenant and shall state the entry number and year in which it was recorded with the Utah County Recorder.

Invalidation of any of these covenant provisions by judgement 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 identified agricultural structure and 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 a manner as the court may order.

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.

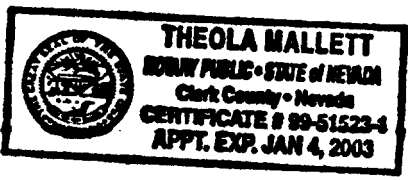
Signed: *Kenneth F. White*
Kenneth F. White

ACKNOWLEDGMENT

STATE OF ~~UTAH~~ NEVADA)
§
COUNTY OF ~~UTAH~~ CLARK)

On the 31st day of December, 2002 [year], personally appeared before me, [enter here the names of persons signing above] KENNETH F. WHITE

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



Theola Mallett
Notary Public

Reviewed prior to recording:

By: *[Signature]*
Building Official

Date: JAN 6, 2003

EXHIBIT "A"

KENNETH F. WHITE

Commencing from the West quarter corner of Section 20, Township 6 South,
Range 2 West, Salt Lake Base and Meridian; thence:

South 89°24'12" East, 1364.42 feet;

North 08°51'32" West, 979.20 feet;

North 89°27'42" West, 1585.15 feet;

North 00°32'18" East, 363.58 feet;

North 89°40'35" West, 953.80 feet;

South 00°23'03" West, 1334.83 feet;

South 89°53'56" East, 1330.86 feet to the point of beginning.

66.03 Acres; Parcel No. 59:051:0012