

16313

RECORDED AT THE REQUEST OF

1981 JUN -4 PM 3:31

UTAH COUNTY RECORDER  
DEPUTY  
PR. ASST. JNO. P. 1/20

16313

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:

(J-1392-1-A) Com. 11.92 Chs W & 4.37 Chs N 30' E & 1.23 Chs N 88 30' W of NE Cor of NW 1/4 of Sec 14, T 8 S, R 2 E, S1B&M; N 88 30' W 2.25 Chs; S 1 5/8 W 3 Chs; N 88 30' W 1.5 Chs; S 1 5/8 W 1 Ch; S 88 10' E 3.75 Chs; N 1 5/8 E 4 Chs to Beg. Area 1.05 Acres.

(J-1429) Com 4.74 Chs N & 7.93 Chs E Fr SW Cor of NE 1/4 Sec 14, T8S, R2E, S1m; E 5.32 Chs; N 5.56 Chs; N 88 3/4 W 5.24 Chs; S 45' W 5.68 Chs to Beg. Area 2.96 Acres.

(J-1432) Com. 764.28 Ft W of N 1/4 Cor Sec 14, T8S, R2E, S1m; S 1 15' W 5.55 Chs; S 15' W 10.13 Chs; S 88 45' E 11.50 Chs M or L to Pt 15.93 Chs S of N 1/4 Cor Above mentioned; S 89 30' E 1.63 Chs; S 89 E 6.01 Chs; S 45' W 19.50 Chs; W 7.43 Chs to Pt 4.74 Chs N of SW Cor of NE 1/4 Sec 14, T8S, R2E; S .49 Ch to Pt 4.25 Chs N of SE Cor of NW 1/4

(J 1406-1-A) Com 1 Ch E & 3.5 Chs S of N 1/4 Cor Sec 14, T8S, R2E, S1M; S66 E 7.97 Chs; S 45' W 160 Ft M or L to N Line of St. Road 228; N 53 54' W 580 Ft M or L; N 30 Ft M or L to Beg. Area 1.05 Acres.

(J-1247) Com 15.55 Chs E of SW Cor Sec 12 T8S, R2E, S1M; N1/4 E 5.07 Chs; N 89 7/8 W 31 LKS N 1/4 E 10.16 Chs; S 89 1/2 E 8.86 Chs; S 40 1/2 E 2.56 Chs; S 40 3/4 E. 2.25 Chs; S 71 E 1.72 Chs; S 62 1/2 E 3.2 5 Chs; S 40 E 3.80 chs; S 34 1/4 E 2.63 Chs; S 26 3/4 Crossing S Line of SC Sec 1.20 Chs W of SE Cor of SW 1/4 6.95 Chs; S 89 1/4 W 11.35 Chs.

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.

BOOK 1917 PAGE 563

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; 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:

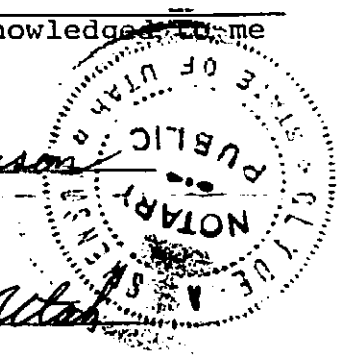
James B. West Kenneth E. Bainham  
Rheanna S. West Clair D. Lunsford  
Merril W. West

STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

On the 4<sup>th</sup> day of June, 1981, personally appeared before me each above signers

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

Clyde A. Amerson  
NOTARY PUBLIC



My Commission Expires:

Oct 20, 1984

Residing at:

Spanish Fork, Utah