RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL
OR OTHER NON-AGRICULTURAL USE OF THE LAND

TO THE PUBLIC;

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

Three parcels, each lying in Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Utah County, State of Utah, as follows:

Southeast one-quarter of the northeast one-quarter of the northeast one-quarter of said section 16

Northwest one-quarter of the southwest one-quarter of the southeast one-quarter of said section 16

Southwest one-quarter of the northeast one-quarter of the southwest one-quarter of said section 16

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in Section 17-27-103, UCA 1953 as amended, and Section 3-53-B of the Utah County Zoning Ordinance of Utah County, Utah, for the division of agricultural land for agricultural purposes. I hereby covenant that neither I nor my heirs, executors, administrators, or assigns will ever allow residential or other non-agricultural use of this land without properly obtaining an approved subdivision plat as required by law.

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 contained in a properly approved and recorded subdivision plat; (2) those portions of the property placed into an incorporated city or town; (3) upon repeal of the requirements for such a covenant under Section 3-53-B or its successor stature. 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-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: _Gregory K. Halliday_____ _____
       Gregory K. Halliday

_____   _____

_____   _____

ACKNOWLEDGMENT

STATE OF UTAH   )
                         §
COUNTY OF UTAH   )

On the _18th_ day of _July 2000_____, _____[year], personally appeared before me, [enter here the names of persons signing above] _GREGORY K. Halliday_____

_____,

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

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Notary Public
HERBERT H. HALLIDAY
3818 Ruth Drive
Salt Lake City, Utah 84124
My Commission Expires
December 21, 2003
State of Utah
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_Herbert H. Halliday_____
              Notary Public

Reviewed prior to recording: By:_____
                                  Building Official

                              Date:_____