

11547

RECORDED AT THE REQUEST OF

Edward Fitzgerald

1984 APR 19 AM 10:57

UTAH
DEPT. OF PUBLIC SAFETY
REC'D: *[Signature]*

11547

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

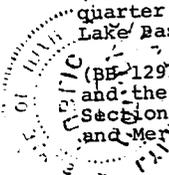
TO THE PUBLIC:

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

(Part BB-1164-A) The South one-half of the Southeast one-quarter of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and

(BB-1291-A) The Northeast one-quarter of the Northeast one-quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and

(BB-1291-1-A) the North one-half of the Northwest one-quarter and the Northwest one-quarter of the Northeast one-quarter of Section 20, Township 6 South, Range 1 West, Salt Lake Base and Meridian;



have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in section 17-27-27 UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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; or (3) upon repeal of the requirements for such a covenant under section 4-3-53 or its successor statute. 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.

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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 owner or owners of the above described real property, or any portion thereof, or the owner(s)' heir's 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 manner as the court may order.

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Change or amendment of these covenants may be effected only is 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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

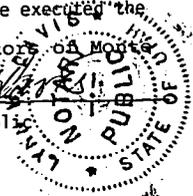
Monte Vista Ranch Corp. by:

Signed [Signature]
Robert K. Fitzgerald

STATE OF UTAH)
) ss
COUNTY OF UTAH)

On the 10 day of April, 1984, personally appeared before me LEland A. Fitzgerald, the signer of the above instrument, who duly acknowledged to me that he executed the same, under authorization of the Board of Directors of Monte Vista Ranch Corp.

[Signature]
Notary Public



Attest:

Residing at: Orem, Utah

Commission expires: April 16, 1986

Notary Public
Secretary, Monte Vista Ranch Inc.

Reviewed prior to Recording:

By: [Signature] Rep. Mont. Co. Bldg. Insp.
Building Official

Date: 10 April 84

On the 19th day of April, 1984

Personally appeared before me:
Robert K. Fitzgerald
the signor of the within instrument who duly acknowledged to me they executed the same

[Signature]
NOTARY PUBLIC

My Commission Expires 3078

Residing in Utah County, Utah