

DECLARATION OF ZONING LOT ENT 27865 BK 2813 PG 550

NINA B. REID, UTAH CO RECORDER BY BT
1991 JUL 16 3:53 PM FEE 9.50
RECORDED FOR CARL S. CLARK

TO THE PUBLIC:

I (we), the undersigned owner(s) of real property in the unincorporated area of Utah County, State of Utah, which property consists of two or more parcels that are located as follows [legal description]:

PARCEL 1

Commencing at a point 781 ft North and 88.5 ft East of the Southeast corner of the Northwest Quarter of Section 19, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence North 209 ft; thence East 57.21 ft; thence South 209 ft; thence West 57.21 ft to the point of beginning.

PARCEL 2

Commencing at a point South 0 deg. 00' 39" East 2661.02 ft and North 330 ft from the North Quarter Corner of Section 19, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence West 363 ft; thence North 350 ft; thence East 420 ft; thence North 310 ft; thence East 31.5 ft; thence South 209 ft; thence East 57.21 ft; thence South 0 deg. 25' 53" West 133.04 ft; thence North 89 deg. 37' 52" West 62.61 ft; thence South 39 deg. East 302.82 ft; thence South 87 deg. 39' 27" East 205.44 ft; thence North 3 deg. 14' 56" East 169.04 ft; thence South 175.92 ft; thence West 297 ft to the point of beginning.

have the intent to maintain said property as a single zoning lot which meets the requirements of the "Utah County Zoning Ordinance" for agricultural uses [state specific type or use of building], hereinafter termed the "Subject Building and Use".

I (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 for the "Subject Building and Use";
2. That only the "Subject Building and Use" and no other buildings or uses, except those deemed by Utah County to meet its zoning and building ordinances as evidenced by a county permit granted therefore, shall be located upon the above-described property;
3. That any sale, lease, bequest, or other assignment or transfer of the above-described property shall occur under the terms of this declaration until such time as paragraph five (5) is accomplished or when the above-described land meets the current zoning lot requirements.

4. This covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference thereto.
5. This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until 20 years from the date of execution hereof and shall be automatically renewed for successive 10 year periods, or until such time as: (a) the Utah County zoning ordinances are repealed to no longer require the above-described zoning lot; (b) the entire property as described above becomes a part of an incorporated city or town; or (c) the "Subject Building and Use" is abated or removed from the above-described property.
6. 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; 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, the county or such other party may be awarded any court costs and attorney's fees required for enforcement.

Invalidation of any of these covenant provisions by judgment or court order shall not affect any other of the provisions, which shall remain in full force and effect.

Signed:

Carl S. Clark
Carl S. Clark

Susan D. Clark
Susan D. Clark (partial owner
of lot one)

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

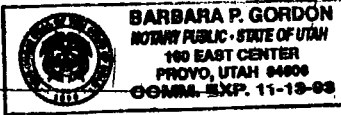
On the 13th day of June, 1991, personally
appeared before me Carl S. Clark & Susan D. Clark, the

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

Barbara P. Gordon
Notary Public

My Commission Expires:

Residing At:



ACKNOWLEDGEMENT
(Corporate Form Only)

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the _____ day of _____, 19____,
personally appeared before me _____ and
_____, who being by me duly sworn did
say, each for himself, that he, the said _____
is the President and he, the said _____ is
the Secretary of _____ Corporation,
and that the within and foregoing instrument was signed in behalf
of said Corporation by authority of a resolution of its Board of
Directors and said _____ and _____ each
duly acknowledged to me that said Corporation executed the same
and that the seal affixed is the seal of said Corporation.

Notary Public

My Commission Expires:

Residing At:

This form approved by the Utah County Attorney's office, Civil
Division, on May 7, 1988 J.P.B.