

DECLARATION OF ZONING LOT

ENT 38686:2000 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 May 16 12:49 pm FEE 20.00 BY SB  
RECORDED FOR WAYMON, CRAIG E  
*proland*

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]:

(SEE ATTACHED EXHIBIT A:)

have the intent to maintain said property as a single zoning lot which meets the requirements of the Utah County Zoning Ordinance for a MAG1 Zoning lot [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 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 for the property as a unit, and that any sale, lease, bequest, or other assignment or transfer, of only a part of the property to persons or entities other than the owners of the "Subject Building and Use" shall be a violation of this covenant, and in addition to any sanctions for such violation, shall revoke the right to maintain the "Subject Building and Use" on the property;
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. 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.

- 5. This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until twenty years from the date of execution hereof and shall be automatically renewed for successive ten year periods, or until such time as: (a) a Certificate of Release from the Utah County Zoning Administrator is recorded stating the Declaration of Zoning Lot Declaration is no longer required because the land, as configured and used without the Zoning Lot Declaration, conforms to the current zoning ordinance provisions; (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. (d) The property or any portion thereof shall comply with U.C.A §17-27-806.
- 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 attorneys' fees required for enforcement.

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

Signed:

*Craig E. Wayman* 5-15-00

*Walter Dean Keller* 5-16-00  
 Managing member, WIK, LC

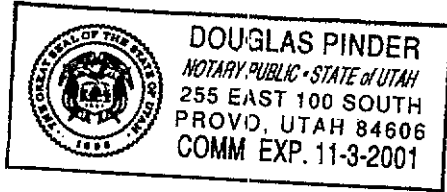
ACKNOWLEDGMENT

STATE OF UTAH )  
 ) :ss  
 COUNTY OF UTAH )

On the 15 day of May, 2000 [year], personally appeared

before me [enter here the names of persons signing above], Craig E. Wayman

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



*Douglas Pinder*  
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT  
(CORPORATE FORM)**

STATE OF UTAH            )  
  : ss  
COUNTY OF UTAH        .)

On the \_\_\_\_ day of \_\_\_\_\_, [year], personally appeared  
before me, \_\_\_\_\_ and \_\_\_\_\_, who  
being by me duly sworn did say, each for him/herself, the he/she the said \_\_\_\_\_,  
is the President and he/she, the said \_\_\_\_\_, is the Secretary of \_\_\_\_\_

\_\_\_\_\_ [name of corporation], which is a corporation filed and  
currently in good standing with the Utah State Department of Commerce, and that the within and  
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board  
of Directors according to the terms of the Articles of Incorporation and Bylaws of said corporation,

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.

[Affix corporate seal below]

\_\_\_\_\_  
Notary Public

Reviewed prior to recording:

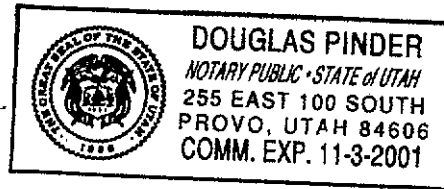
By: \_\_\_\_\_  
Zoning Administrator's staff

Date: \_\_\_\_\_

State of Utah )  
SS: \_\_\_\_\_  
County of Utah )

On the 16th day of May 2000, personally appeared before me Wesley Ivan Keller who being by me duly sworn did say, each for himself, that they are the members/managers of the WIK, L.C. a Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its articles of organization and each duly acknowledged to me that said Limited Liability Company executed the same.

*Douglas Pinder*  
\_\_\_\_\_  
Notary Public



Commission expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

ATTACHED EXHIBIT A:

PARCEL #1:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 4125 FEET; THENCE EAST 2640 FEET; THENCE SOUTH 4125 FEET; THENCE WEST 2640 FEET TO THE POINT OF BEGINNING.

PARCEL #2:

COMMENCING NORTH 4455 FEET FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 2640 FEET; THENCE SOUTH 330 FEET; THENCE WEST 2640 FEET; THENCE NORTH 330 FEET TO BEGINNING.

PARCEL #3:

COMMENCING NORTH 4455 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 825 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE EAST 2640 FEET; THENCE SOUTH 825 FEET TO A POINT 4455 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE WEST 2640 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.