



ENT 5566:2016 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jan 21 1:47 pm FEE 74.00 BY ED
RECORDED FOR UTAH COUNTY COMMUNITY DEVEL

WHEN RECORDED, RETURN TO:
Community Development
Utah County Government
51 S. University Ave., Suite 117
Provo, Utah 84601

RESTRICTIVE COVENANT PROHIBITING CONSTRUCTION OF ANY FUTURE DWELLINGS AND ALL OTHER STRUCTURES, EXCEPT THOSE EXPRESSLY ALLOWED BY UTAH COUNTY, ON LAND DESIGNATED AS COMMON AREA

TO THE PUBLIC:

We, the undersigned owners of certain parcels of real property located in Utah County, State of Utah, described as follows (legal description):

See Exhibit "A"

referred to herein as the "Subject Property," have the intent to obtain approval for **Box Elder South Subdivision, Plat "A."** A certain provision in connection with approval of planned subdivisions found in Chapter 6 of the Utah County Land Use Ordinance prohibits the construction of dwellings, or other structures not expressly allowed by said Ordinance, on lands designated as common area. We hereby covenant that neither we nor our heirs, executors, administrators, or assigns will ever allow construction of any dwellings or any other structures, except those structures expressly allowed by the Utah County Land Use Ordinance or successor ordinance, on land which is designated as common area on the Box Elder South Subdivision, Plat "A"

This covenant shall constitute an equitable servitude, shall run with the land, and shall be binding upon all entities owning the above-described real property, or portions thereof. It shall not apply 1) to those portions of the property placed into an incorporated city or town or 2) upon repeal of the requirements for such a covenant under Section 6-3-D-15 of the Utah County Land Use Ordinance 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. 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 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 portions 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 Zoning Administrator before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

OWNERS

_____ James K. Patterson, in his/her
 capacity as President of
 _____ Patterson Construction, Inc.

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 11th day of January, 2016, personally appeared before me
James K. Patterson, in his/her capacity as President of
the Patterson Construction, Inc who acknowledged he/she signed the
foregoing instrument on behalf of the Patterson Construction, Inc.



_____ Notary Public

Exhibit "A"

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°40'47" EAST 894.46 FEET; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF BOX ELDER PLAT "F" SUBDIVISION A DISTANCE OF 1289.85 FEET; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 7.21 FEET; THENCE NORTH 89°40'47" EAST 454.29 FEET; THENCE SOUTH 0°46'04" EAST ALONG QUARTER SECTION LINE A DISTANCE OF 120.70 FEET TO THE MONUMENTED CENTER OF SECTION 17; THENCE NORTH 87°42'08" WEST ALONG QUARTER SECTION LINE A DISTANCE OF 1321.16 FEET; THENCE SOUTH 00°32'44" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1330.28 FEET; THENCE NORTH 87°39'05" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1325.93 FEET; THENCE NORTH 00°20'34" WEST ALONG THE SECTION LINE A DISTANCE OF 1328.88 FEET TO THE POINT OF BEGINNING.