

DECLARATION OF ZONING LOT

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]:

Commencing at the Northwest corner os the Northeast one-quarter of the South-west one-quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, State of Utah; thence as follows (all in said Section 5):

South 20 chains;
East 20 chains;
North 20 chains;
West 20 chains.

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RECORDED FOR UTAH COUNTY ATTORNEY

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have the intent to maintain said property as a single zoning lot which meets the requirements of the "Utah County Zoning Ordinance" for a two-building residence as a legal nonconforming use [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 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.
- 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automatically renewed for successive 10 year periods, or until such time as: (a) the Utah County zoning ordinances are repealed to no longer require the above-described zoning lot; (b) the entire property as described above becomes a part of an incorporated city or town; or (c) the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.

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- 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:

Vee J. Koyle
Vee J. Koyle

Wilma F. Koyle
Wilma F. Koyle

Darwin J. Koyle
Darwin J. Koyle

Yvonne Koyle Ericksen
Yvonne Koyle Ericksen

Dee F. Andersen

Brigham Young University, by:
Dee F. Andersen, Adm. V.P. ACKNOWLEDGEMENT

Authorized Officer,
STATE OF UTAH)

: ss.
COUNTY OF UTAH)

On the 2ND day of May, 1994, personally appeared before me Vee J. Koyle, Wilma F. Koyle, Darwin J. Koyle, Yvonne Koyle Ericksen the

