

38370

PROTECTIVE COVENANTS
Plat "A" Sumsion Valley-View Subdivision
Springville, Utah County, Utah

WHEREAS, Valley Asphalt, Inc. is the owner of the following described property located in Springville City, Utah County, Utah and described as follows:

Beginning at a fence intersection on the North side of 800 North Street, Mapleton, Utah, which point is North 13.47 feet and West 521.08 feet (based on the Utah State Coordinate System, Central Zone, and data on file in the office of the Utah County Surveyor) from the Southeast Corner of Section 4, Township 8 South, Range 3 East, Salt Lake Base and Meridian. Thence South 89°-44'-11" West along said Street line 199.35 feet to a fence line, thence North 0°-15'-49" West along said fence line and extension thereof 691.04 feet to a fence line, thence North 88°-37'-47" West along said fence line 64.87 feet to a fence line, thence North 0°-17'-09" East along said fence line 455.52 feet to a fence line, thence South 89°-34'-10" East along said fence line 89.31 feet to a fence line, thence North 0°-29'-33" East along said fence line 159.57 feet to a fence line on the South side of 1355 South Street, Springville, Utah, thence South 89°-25'-08" East along said fence line 39.78 feet to a fence line, thence South 0°-33'-23" West along said fence line 304.71 feet to a fence line, thence North 87°-22'-24" East along said fence line 129.29 feet to a fence line, thence North 0°-48'-37" East along said fence line 43.65 feet, thence South 88°-29'-17" East 103.64 feet to a fence line, thence North 0°-50'-58" West along said fence line 257.25 feet to the South line of said 1355 South Street, thence South 89°-25'-08" East along said Street line 203.28 feet to a fence line, thence South 0°-13'-48" West along said fenceline and extension thereof 646.44 feet to a fence line, thence North 88°-37'-47" West along said fence line 295.53 feet to a fence line, thence South 0°-14'-35" East along said fence line 663.61 feet to the point of beginning. Containing 9.455 acres.

The Owner hereby makes the following declarations as to the limitations, restrictions and uses to which the lots constituting said property may be put. These covenants shall be binding on all land owners, or their successors, heirs or assigns excepting those of lot 26 in said subdivision.

- 1. Said lots shall be known and described as "Residential Building Lots" and used for purposes of residence only.

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2. All buildings shall be of a permanent nature. No trailer, tent, shack or other out-building shall be erected or used at any time as a residence.

3. All residences erected on said lots will be used for the sole purpose of a single family dwelling, except for lots 14 through 26 which may be used as two family dwellings.

4. No residence consisting of less than 1,100 sq. feet on the main floor (ground) shall be erected. Also said residence must consist of at least 50% brick on the side which faces the street.

5. It will be the responsibility of lot owners to replace or have replaced any sidewalk or curb on their property which is broken by them or their assigns during the course of building construction. If such is not done, the owner reserves the right to have such work executed and will bill lot owner for the cost of materials, time and labor to have such work done.

6. The said covenants and restrictions shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said subdivision, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said subdivision.

WITNESS, the hand of said owner the 11th day of November, 1977.

ATTEST

VALLEY ASPHALT, INC.

James H. Senior
Secretary

By: *Richard M. Sumsion*
President

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 11th day of November, 1977, personally appeared before me Richard M. Sumsion, who being by me duly sworn, did say that he is the President of Valley Asphalt, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Richard M. Sumsion acknowledged to me that said corporation executed the same.

David L. [Signature]
Notary Public

My Commission Expires 9-26-80

Residing at Provo, Utah

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