20054

PROTECTIVE COVENANTS DEL NENE EAST SUBDIVISION PLAT A

SPRINGVILLE UTAH COUNTY, UTAH

PART A:

- A-1. PURPOSE: Said property shall be used for the purpose of "residential building lots" and used for purposes of residence only.
- A-2. NAME AND ADDRESS OF OWNER: G. Lee Measom and Clark D. Palfreyman, Springville, Utah County, Utah.

PART B:

B-1. LEGAL DESCRIPTION OF PROPERTY:

Plat "A", Del Nene East Subdivision, Springville, Utah County, Utah, the official plats on file in the office of the Utah according to County Recorder, Provo. Utah.

PART C:

- U-1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling with a minimum of 1200 square feet on the main floor and with a double garage of not less than twenty-five feet square.
- C-2. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general
- C-3. USE OF SIDINGS OTHER THAN MASONRY MUST BE PROPERLY MAINTAINED.
- C-4. OWNERS MUST PROVIDE OFF STREET PARKING FOR ALL VEHICLES.
- C-5. TREES AND GROUND COVER may not be removed, except those necessary for the construction of the home. In addition, owners must landscape within two-years of completion of their homes.

PART D:

D-1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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D-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the grantors have caused their signatures to be hereunto affixed on this 5% day of Mm 1979 .

G. Iree Weasom

Clark D. Palfreyman Salfreyman

Hy Commission expires 3 March 1980

Residing at Jangville, W

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PROTECTIVE COVENANTS (Continued)

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Colin L. Harward Notary Public

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