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PROTECTIVE COVENANTS SPRING OAKS SUBDIVISION PLATS A, B, C, D AND E.

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: Monte J. Allman and Clark D. Palfreyman, Springville, Utah County, Utah.

## Part B:

B-1 LEGAL DESCRIPTION OF PROPERTY:

Plats "A", "B", "C", "D" and "E" Spring Oaks Subdivision, Springville, Utah County, Utah, according to the official plats on file in the office of the Utah County Recorder, Provo, Utah.

## PART C:

- C-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 1400 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 public.
- C-3 USE OF SIDINGS OTHER THAN MASONRY MUST BE PROPERLY! MAINTAINED.
- C-4 NO VEHICLE USED FOR TRANSPORTATION, CONSTRUCTION OR RECREATION can be parked outside the garage.
- C-5 TREES and GROUND COVER may not be removed, except those necessary for the construction of the home.

## 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 day of January affixed on this 24 1979

STATE OF UTAH )

COUNTY OF UTAH)

On the 24 day of January

, A.D. 1979

, personally appeared before me,

a Notary Public, in and for the State of Utah, MONTE J. ALLMAN and CLARK D.

PALFREYMAN

the signer s of the above instrument, who

duly acknowledged to me that they executed the same.

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