

PROTECTIVE COVENANTS
SHADOW MOUNTAIN SUBDIVISION

PLATS A AND B

Springville, Utah

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Blake Clyde Gammell, Alan Ray Gammell, Mary G. Winkler, and Blake H. Gammell as Trustee for John Scott Gammell, all doing business as MRC Development, of 1045 West 1200 North, Mapleton, Utah, are the owners of that real property located in Springville, Utah County, State of Utah, more particularly described as follows:

Lots 5, 6, 7, 8, 9, and 10 on Plat "A" and Lots 1, 2, 3, 4, 11, 12 and 13 of Plat "B", Shadow Mountain Subdivision, Springville, Utah County, Utah, according to the official plats thereof on file in the office of the Utah County Recorder; and

WHEREAS, it is the desire and intention of the undersigned owners that all of said property be developed as a residential subdivision pursuant to a general plan which will protect and preserve property values and amenities within such subdivision;

NOW, THEREFORE, the undersigned owners declare that the property described above is held and shall be sold, conveyed, transferred, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements:

1. No lot shall be used except for residential purposes.
2. Each lot shall have constructed thereon a dwelling unit with a minimum of 1,000 square feet of main floor living area.
3. Each dwelling unit constructed on any lot shall have a brick, stone or masonry construction on at least one-half of the available surface of every wall of the dwelling which faces a public street.
4. Each dwelling shall have constructed therewith and as a part thereof a carport or garage capable of storing two full-sized motor vehicles.
5. Each lot shall be used only for the residence of a single family and no multiple plan family dwellings shall be constructed on any lot.
6. The restrictions on construction and use contained herein shall be in addition to all restrictions imposed by the appropriate zoning ordinances and other regulations of Springville City.
7. All of the above conditions, restrictions and agreements shall operate as covenants running with the land and a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings at law or in equity by the undersigned, or by any other owner of any lot, or by their heirs, successors, assigns, or bona fide purchasers under contract. Failure of the undersigned or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Invalidation of any restriction, condition, covenant, or agreement herein contained shall not effect the validity of any of the other provisions herein and the same shall

remain in full force and effect. The provisions of these protective covenants shall be liberally construed to effect all of their intended purposes.

8. Each of said restrictions, conditions, covenants and agreements shall continue for a period of 40 years from the date of this instrument, after which time said covenants shall be automatically extended for successive periods of 10 years unless prior to the expiration of the original term or any renewal term an instrument signed by the owners of more than one-half of the lots described above has been recorded agreeing to a change of the covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 20 day of March, 1987.

Blake Clyde Gammell
BLAKE CLYDE GAMMELL

Alan Ray Gammell
ALAN RAY GAMMELL

Mary C. Winkler
MARY C. WINKLER

Blake H. Gammell Trustee
BLAKE H. GAMMELL as Trustee for
JOHN SCOTT GAMMELL

On the 20th day of March, 1987, personally appeared before me Blake Clyde Gammell, Alan Ray Gammell, Mary C. Winkler, Blake H. Gammell as Trustee for John Scott Gammell, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Mary Gammell
Notary Public

Commission Expires:
01/27/90

Residing At:
Springville UT

