

2013

DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS APPLYING TO SPENCER GROW ACRES SUBDIVISION PLAT "A"

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have a protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Beginning at a point which is West 561.38' and North 324.36' from the South $\frac{1}{4}$ corner to Section 19, Township 6 South, Range 3 East, of the Salt Lake Base and Meridian in Utah County, Utah State; thence North $0^{\circ}33'$ West 514.0'; thence North $89^{\circ}26'$ West 275.0'; Thence South $0^{\circ}33'$ East 514.0'; thence S $89^{\circ}26'$ East 275.0'; to the point of beginning.

These covenants are to run with the land and shall be binding in all parties, and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than 3 cars.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of D. Spencer Grow, Howard V. Schow, Vilo S. Barrett, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, of no suit to enjoin the erection of such building or the making of such alterations had been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

