

7579

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO SPENCER GROW PARK SUBDIVISION 'PLAT C'

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 1833.3 ft West and 997.5 ft. South of the NE corner of the NW  $\frac{1}{4}$  of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; Thence S 0° 57' W 470 ft. thence N 86° 30' W 411.61 ft thence N 6° 00' W 137.32 ft. thence around an arc of a curve to the right 205.48 ft. having a radius of 784.88 ft. thence N 9° 00' E 117.96 ft. thence S 88° 10' E 409.4 ft. to point of beginning.

These covenants are to run with the land and shall be binding on 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 wherein 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 structures 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 three 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, John H. Adams, 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 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. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on and after January 1, 1960. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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No building other than a detached garage or other out-building located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which has area of less than 7000 square feet or a width of less than 50 feet at the front building setback line.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 890 square feet.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 20th day of May, 1955.



PROPERTY INVESTMENT CORPORATION

STATE OF UTAH      )  
COUNTY OF UTAH      )      SS

On the 20th day of May 1955, personally appeared before me

the signers of the above instrument, who duly acknowledged to me that they executed the same.



Vito Garritt  
Notary Public  
Residing at Provo, Utah

My Commission expires: 5/25/56

ENTD: 7579  
Laron Grow  
BOOK PAGE  
THELMA VEST UTAH COUNTY  
RECORDER  
Deed Book DEPT  
JUN 8 4 25 PM '55  
ABSTRACTED SEC.  
PROOF READ TP  
INDEXED R  
3-30 4-11 m  
⑤  
Hank Davis & Son  
Davis  
65 South Main St.  
Provo, Utah

AS-BB