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Recorded at Request of SECURITY TITLE CO. (Order No. 4519) APR 1 1962
at 10:41 A.M. Fee Paid \$ 4.60 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By: Wm. Robinson Deputy Book 919 Page 300 Ref. _____
Return to: Bettilyon

PROTECTIVE COVENANTS

WESTFIELD SUBDIVISION

These covenants which apply to Westfield Subdivision, a subdivision of Salt Lake County, State of Utah, shall be binding upon all parties and all persons claiming under them until March 1, 1976, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the 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 Westfield Subdivision to prosecute any proceedings in law or equity against the person or persons violating or attempting to violate any of the such covenants, and either to prevent him from so doing or to recover damages or other dues for such violation.

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

A - All lots in the tract shall be known and described as residential lots numbered 1 to 30 inclusive.

No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one (1) detached one and two family dwellings not to exceed one and one-half stories in height, a private garage for not more than two cars, and chicken coops not to exceed 400 square feet in area and not to exceed one story in height, except such temporary buildings as may be required by a building contractor during construction.

B - No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such buildings 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 V. A. Bettilyon, B. Lus Bettilyon, and E. J. Cook, 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, if no suit to enjoin the erection of such building or the making of such alterations has

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WESTFIELD SUBDIVISION (Cont'd)

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 of 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 of his designated representative, shall cease on and after January 1, 1957. 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 then record owners of the 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.

C - No building shall be located nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building except a detached garage or other out building located 75 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line.

D - No residential structure shall be erected or placed on any building lot, which plot has an area of less than 6600 square feet or a width of less than 58 feet at the front building set back line, except that a residence may be erected or placed on any lot in the subdivision, as shown and divided on the recorded plat.

E - 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.

F - 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.

G - The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 600 square feet in the case of a one story structure nor less than 600 square feet in the case of a one and one-half story structure.

H - An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

I - No cows or pigs may be kept or maintained on any lot in the subdivision.

J - Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, an individual sewage disposal system constructed in accordance

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WESTFIELD SUBDIVISION (Cont'd)

with the requirements of and approved by the State Board of Health shall be installed to serve each house. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the Health Authorities.

In witness whereof, the owner has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 18th day of March, A. D. 1952.

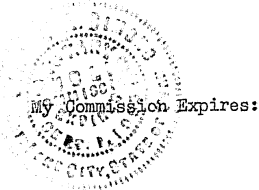


BETTILYON'S INC.

By B. Lue Bettilyon
B. Lue Bettilyon Vice-President

STATE OF UTAH,)
COUNTY OF SALT LAKE) ss.

On this 18th day of March, 1952, before me personally appeared B. Lue Bettilyon to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged, upon being duly sworn by me, that the said instrument was signed in behalf of said corporation by authority of its by-laws, and said B. Lue Bettilyon acknowledged to me that said corporation executed the same.



Virgil A. Kimond
Notary Public
Residing at Salt Lake City, Utah