

4939

PROTECTIVE COVENANTS

FOR WESTOVER TRACT

SANTAQUIN, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, EDWIN L. WESTOVER and LADEAN L. WESTOVER, his wife, in order to promote and encourage peaceful, harmonious living conditions for home owners in the area and to preserve the scenic beauty and also to maintain property values, do hereby execute these protective covenants which shall apply to and run with the following described land, and shall be binding upon all parties, their heirs, successors and assigns.

The land covered by these covenants is described as follows, to wit:

All lots in Plat "A", Plat "B", and Plat "C" of the Westover Tract Subdivision except Lots No. 1 and 10 of Plat "A", and Lots No. 4, 7, and 10 of Plat "B" which lots were sold prior to the establishment of these covenants, said lots being located within the city of Santaquin and lying east of 400 East Street and between 300 South Street and 450 South Street.

1. All lots conveyed in the above described property shall be used only for residential purposes. No dwelling shall be erected, placed, or permitted to remain on any lot other than one detached, single-unit dwelling or split-level dwelling. No two-story dwelling, duplex, or other multiple unit dwelling shall be permitted.
2. The ground floor area within the walls of the main structure, exclusive of open porches and exclusive of garages, shall not be less than 1,200 square feet in the case of one-story dwellings, and not less than 1,100 square feet in the case of one and one-half or split level structures, except that for those lots in Plat "A" located both north of the center of 350 South Street and west of the center of 500 East Street this 1,200 square feet shall be 1,100 square feet and the above 1,100 square feet for split level structures shall be 1,000 square feet.
3. A five (5) foot wide easement for installation and maintenance of utilities is reserved along the rear of each lot and also along the side so indicated of those lots so indicated on the official plat maps.
4. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No horse, cow, hog, goat, sheep or similar animal shall be kept or maintained on any lot protected by these covenants, nor shall any chickens or turkeys be maintained thereon.
6. No junk yard, salvage yard, car lot, or other commercial enterprise involving areas outside the confines of the home shall be permitted.
7. No used buildings may be moved in from another area.
8. No dwelling shall be erected or placed on said property unless the value of the materials used in construction exceeds \$10,000 based on normal, prevailing cost levels as of April 1, 1975.

Protective Covenants for Westover Tract (continued)

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1999, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a majority vote of the then owners of the lots it is agreed to change, modify, or abolish said covenants in whole or in part.

10. If the parties hereto, or any of them, or their successors, 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 the area protected by these covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said covenants and either to prevent him or them from so doing or to recover damages for such violation.

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

In witness whereof, the owners of the above described property, being duly authorized, have caused their names to be hereunto subscribed on this 27 day of March, A. D. 1975.

Edwin L. Westover
Edwin L. Westover

LaDean L. Westover
LaDean L. Westover

STATE OF UTAH)
) ss.
County of Utah)

On the 27 day of March, A. D. 1975, personally appeared before me Edwin L. Westover and LaDean L. Westover, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Idonna W. B...
Notary Public

My commission expires 11/19/1976. Residing at Santaquinn



Box 67
Santaquinn

RECORDED AT THE REQUEST OF
Edwin L. Westover
1975 MAR 28 PM 12:48
MINA B. FIELD
CLERK COUNTY RECORDER
EPUTY
FEE \$3.00
PP. 2
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