STATE OF UTAH) SS. COUNTY OF CACHE

B 20 № 230

On the 10th day of May, 1954, personally appeared before me Jens M. Larsen and the signers of the above instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

My Commission Expires Dec. 9, 1955

Noble L. Chambers Notary Public Residing at Logan, State of Utah

Filed for Record May 15, A. D. 1954 at 10:27 o'clock A. M.

(268461)

ORIGINAL

TAX SALE REDEMPTION CERTIFICATE

io. 270

RECEIVED OF Bonald Frank the sum of \$36.04 In redemption of the following described real property, situate in Logan City, Cache County, Utah, to-wit:

Part of Lot 3, beginning at a point 14 rods and 8 feet West of the Northeast corner of Block 19, Plat "C", Logan Island Survey, running thence West 4 rods; thence South 15 rods; thence East 4 rods] thence North 15 rods to beginning.

Which was on the 17th day of August, 1953 sold by the Treasurer of Logan City, Utah, as the property of Ronald Frank to Logan City Corporation for the payment of delinquent special taxes in Curb & Gutter District No. 5, Account No. 457, and recorded in Book 20 Hisc. Page 36 Line in the office of the County Recorder of Cache County, Utah.

Amount of Sale \$34,69 Interest from date of sale 35
Amount of Sale \$34.69 Interest from date of sale \$35 General Taxes, paid by Logan City after sale, together with interest and costs if any \$1.00
Total \$36.04
Abatement

And I hereby certify that the above described property has been redeemed from the above named special tax sale by said Ronald Frank

(CORPORATE SEAL)

E. T Hawkins Treasurer of Logan City, Utah.

Logan, Utah, May 15, 1954

Filed for Record May 15, A. D. 1954 at 12:25 o'clock P. M.

(268469)

PROTECTIVE COVENANTS

Whereas, the owners and subdividers have caused to be surveyed the following described property:

All of Lots 7 and 8, Block 23, Plat "C" Logan Farm Survey, situate in the Southeast quarter of Section 26, Township 12 North, Range One East of the Salt Lake Base and Meridian

and have caused the same to be subdivided in to lots and streets and are desirous of creating restrictions affecting said property.

NOW, THEREFORE, in consideration of the premises, Oyled L. Grimaud and S. F. Jacobsen do hereby declare the said property subject to the following restrictions and covenants:

- A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- B. No building shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan 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 elevations, by a committee composed of Oried L. Grimaud, S. F. Jacobsen and Hay Hugie, 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 has 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 of its designated representatives, shall cease on and after 1 January 1970. 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 representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side lot street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

3

D. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

- E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot.
- F. No structure of a temporary character, 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.
- G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one-story.
- H. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has been first passed through an absoption field approved by the

These covenants are to run with the land and shall be binding on the present owner, or owners, and all persons claiming under them until 1 January 1974, and from which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

IN WITNESS WHEREOF, we have set our hands this 14th day of May, A. D. 1954.

Ovied L. Grimaud

Eleanor S. Grimaud Owners

S F Jacobsen Subdivider

STATE OF UTAH County of Cache)

On the 14th day of May, A. D. 1954, personally appeared before me Ovied L. Grimaud and his wife, Eleanor S. Grimaud, and S. F. Jacobsen, the signers of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

Commission expires: 18 July 1954

Louis C. Hickman Notary Public Residence: Logan, Utah

Filed for Record May 17, A. D. 1954 at 10:50 o'clock A. M.

(268493)

For release of Lieu

Form 136

State of Utah Dept. of Public Welfare

October 31, 1951

PUBLIC WELFARE LIEN AGREEMENT

I, or We, the undersigned, having applied for public assistance from the CACHE County Department of Public Welfare and in order to secure the reimbursement of any sums advanced to me, or us, or paid in my, or our, behalf by the said County Welfare Department do hereby grant a lien on, assign, or pledge, pursuant to the laws of the State of Utah, all right, title and interest in and to all real property owned by me or in which I, or we, have an interest, including, but not limited to, the following described real property located in CACHE County, State of Utah, to wit:

The South half of Lot 8 Block 20 Plat A Logan City Section 33 Township 12 North Range 1 East.

WITNESS my or our signatures this loth day of May, 1954.

C. M. Harris Signature

Shirley B. Harris Signature

STATE OF UTAH

On the 10th day of May, 1954, personally appeared before me Shirley B. Harris and C. M. Harris the signers of the above instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

My Commission Expires Dec. 9, 1955

Noble L. Chambers Notary Public Residing at Logan, State of Utah

Filed for Record May 18. A. D. 1954 at 10:10 o'clock A. M.