

STATE OF UTAH
COUNTY OF CACHE } SS
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HICKMAN ABSTRACT CO.
APR 11 2 05 PM '62

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IN BOOK 62
PAGE 233 OF RECORD
Gretta B Smith

COUNTY RECORDER
DEPUTY 928

RESTRICTIVE COVENANTS

ONAS L. MAYS
MARY Q. MAYS
E. C. SOUTH
MILDRED C. SOUTH
GLENN P. BAUGH CO., INC.

Owners

Dated
Filed
Filing No.
Book of. page

to

WHOM IT MAY CONCERN

Recites:

The undersigned, Onas L. Mays and Mary Q. Mays, E. C. South and Mildred C. South, and The Glenn P. Baugh Co., Inc., having caused a subdivision plan to be made of the following described land, situated in Logan City, Cache County, State of Utah, to-wit:

Beginning at a point 33 Feet North and 33 feet west of the Northwest Corner of Lot 5, Block 28, Plat G, Logan Farm Survey located in the NW¹, Section 25, T. 12N., R. 1E., S.L.B. & M., Cache County, Utah (This point is also presumed to be the Northwest Corner of said Section 25); thence South 0°15' East 192.00 feet along the Westerly line of said Section 25 and the center line of 16th East Street to the real point of beginning; thence continuing South 0°15' East 624.08 feet along the same line to an iron pin; thence North 89°56' East 1,368.30 feet to an iron pin; thence along the Westerly bank of the Logan-Hyde Park-Smithfield Canal the following courses and distances to iron pins; North 3°36' East 209.96 feet; thence North 12°57' East 227.55 feet; thence North 0°34' East 210.63 feet; thence North 12°09' East 99.68 feet; thence North 20°36' West 87.84 feet to an iron pin on the Northerly line of said Section 25; thence South 89°43' West 1,245.39 feet along the Northerly boundary of said Section 25 to a point; thence South 0°17' East 192.11 feet to an iron pin; thence South 89°45' West 183.00 feet to the real point of beginning.

wherein said land has been divided into lots and streets, said plan being duly platted as the Golf Course Subdivision of Logan, City, Utah, said Plat to be duly recorded in the Office of the Cache County Recorder; hereby make the following declarations as to limitations, restrictions and uses to which the lots in said subdivision may be put hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming an interest in said land, and for the benefit of and limitations upon all future owners in said subdivision; this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

writing by the approval committee herein provided for, nor may any fence or wall be erected or installed without similar approval.

6. No offensive, noxious or detrimental trade or activity shall be carried on upon any lot, nor shall anything be done detrimental to the use of land for private residences, nor shall said land be used for any purposes which might or could create a nuisance.

7. The rear ten feet of each lot is hereby declared to be subject to an easement for drainage and utility installation and maintenance, or as shown on the recorded plat.

8. 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 buildings with respect to topography, and finished ground elevation by Committee composed of Glenn P. Baugh, Rex T. Fuhriman, and William Briggs, or by a representative designated by Glenn P. Baugh, Rex T. Fuhriman, and William Briggs. 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 representatives fail 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 buildings, or the making of such alterations 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall cease after January 1, 1999. 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.

1. These restrictions are real, to run with the land and shall continue in force until January 1, 1999.

2. Nothing but single, private dwelling or residence designed for the occupancy of one family, together with appurtenant garage shall be erected or maintained upon any one lot as platted and recorded in said subdivision nor shall said premises be used for any purpose other than one-family residential purposes.

3.(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, and the total width of the two required side yards shall be no less than 18 feet, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

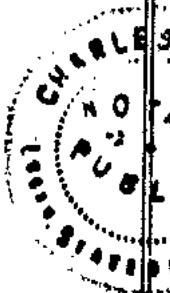
4. No dwelling shall be permitted on any lot at a cost of less than \$13,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

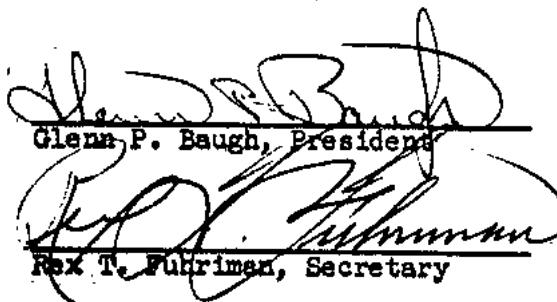
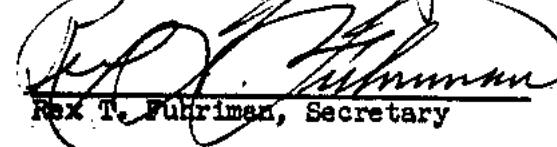
5. No building shall be built, placed, altered or permitted on any lot in said subdivision until the building plans, specifications, and plot plan showing the proposed location of such building has been approved in

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 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 enjoin him or them from so doing, or to recover damages for such violation.

Invalidation of any one of these covenants by judgment or a court shall not in anywise affect any of the other provisions, which shall remain in full force and effect.

On the 26th day of March, 1962, personally appeared Glenn P. Baugh and Rex T. Fuhriman, who, being by me duly sworn, did say that they are the President and Secretary respectively of the Glenn P. Baugh Co., Inc., and that the said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors on March 26th, 1962, and the aforesaid officers acknowledge to me that said corporation executed the same.

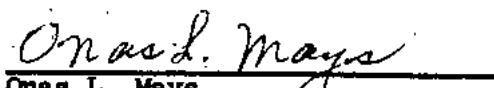

Charles P. Olson
Notary Public
My Commission Expires: 1-31-64
Residing at Logan, Utah

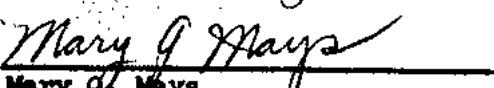

Glenn P. Baugh, President

Rex T. Fuhriman, Secretary

STATE OF UTAH }
County of Cache } ss.

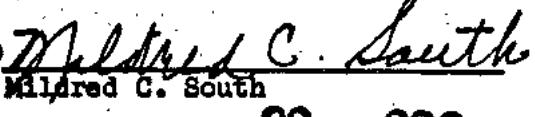
On the 26th day of March A.D. 1962, personally appeared before me Onas L. Mays and Mary Q. Mays, and E. C. South and Mildred C. South, the signers of the foregoing instrument and acknowledged to me that they executed the same.


Charles P. Olson
Notary Public
Residing at Logan, Utah
My Commission Expires: 1-31-64


Onas L. Mays


Mary Q. Mays


E. C. South


Mildred C. South