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STATE OF UTAH
COUNTY OF CACHE
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.

JUN 7 2 43 PM '79

MICHAEL G. REED
COUNTY RECORDER
DEPUTY

PROTECTIVE COVENANTS

Robert J. Mortensen and Luana J. Mortensen

TO WHOM IT MAY CONCERN:

COMES NOW the above named owners of all property described as follows:

Autumn Wood Subdivision to Logan City,
Cache County, Utah.

THAT WHEREAS, the undersigned have caused the above tracts to be subdivided into lots and streets, known as Autumn Wood Subdivision.

WHEREAS, the owners are desirous of filing protective covenants for record for the purpose of restricting and affecting the use of the said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declares that the said properties located within the said Subdivision are subject to the following restrictions and covenants.

1. All purchasers of lots within the respective development shall be required, within three years, from the date of purchase, to commence construction of a residence on the said lot. If said construction is not commenced within the said three year time, then at the option of the undersigned, or their heirs or assigns, they shall have the right to re-purchase the lot from the Purchaser by returning to him the purchase price paid for the said lot.

2. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing by a Review Board consisting of Robert J. Mortensen, Luana J. Mortensen, and Rod Blossom, unanimously as to conformity and harmony of external design with existing structures in the area, and as to location of the building with respect to topography and finished ground elevation. That the Review Board shall give such approval or disapproval. In the event the Review Board fails to approve or disapprove such design and location within 30 days after said plan and specifications have been submitted, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have 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. The approval described in this covenant shall not be required after January 1, 1988, unless prior to said date and effective thereon, a written instrument shall be executed by the ten record owners of a majority of the lots in this development and duly recorded setting forth the manner in which the same powers can be exercised.

3. All set-backs, side yard regulations, height, minimum size of lots or buildings located thereon shall conform with the existing zoning Ordinances of Logan City. Agricultural and related uses shall be restricted to those permitted in the R-1 zone.

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4. The minimum square footage home to be constructed in Autumn Wood Subdivision shall be 1200 square feet. The Review Board may grant an exemption to this restriction if it deems it necessary.

5. No noxious or offensive trade or activity shall be allowed to be carried on, on any lot, nor shall anything be done thereon which may, in any way, become annoyance or a nuisance to the neighborhood.

6. Easements are hereby reserved as to the respective lots for the purpose of installation of utilities.

7. All owners of the property or any part thereof in the development shall immediately, upon the purchase of any lot, maintain and control all weeds on the said lot or lots purchased by them. The Review Board Committee or members thereof are hereby designated as supervisor judges as to the need for weed control in the entire project. If, in the opinion of the Board or any of them, there is a need for additional weed control, then in that event, the Board shall notify the owner thereof and the owner shall complete weed control work immediately. If, however, the owner fails to take such action within 30 days, then the Review Board Committee or any of them shall have all necessary weed control work completed. The owner of the property shall be liable for the cost of having weed control work done of their property and shall pay the cost thereof within 30 days from the date of billing, to the Review Board Committee.

8. The purchaser of each lot shall install or cause to be installed, by the power company, a front yard light, being a Mercury vapor type of 75 watts or more. That said yard light shall be installed at the time the home is constructed at a location of not more than 10 feet distance from the front property line.

9. If any parties hereto, or heirs or assigns of any purchaser of the said lots shall attempt to violate any of the covenants herein contained, it shall be lawful for the Review Board or its designate to prosecute in any proceedings at law or equity against such person, or persons violating or attempting to violate any of the provisions or covenants herein and prevent him or her or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and Court costs in the premises.

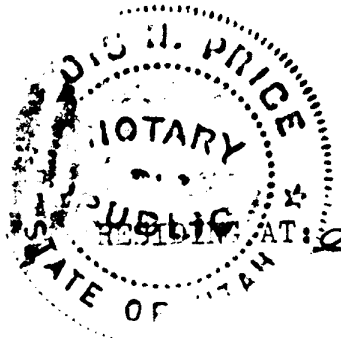
10. The invalidation of any of the above conditions or covenants by Judgment of the Court shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 6 day of June, 1979.

Robert J. Mortimer
James J. Mortimer

STATE OF UTAH)
) ss.
County of Cache)

On this 6 day of June, 1979, personally appeared before me, Robert J. Mortensen and Luana J. Mortensen, the signers of the foregoing Protective Covenants who duly acknowledge to me that they executed the same.



Lewis H. Price
NOTARY PUBLIC

Legaw. ut COMMISSION EXPIRES: 3/15/82