

STATE OF UTAH } SS  
COUNTY OF CACHE }  
FILED AND RECORDED FOR  
HICKMAN ABSTRACT CO.  
MAY 27 4 07 PM '63

IN BOOK 74 OF RECORD  
PAGE 15-16-17-18  
GAETTA B. SMITH *8138*  
COUNTY RECORDER  
DEPUTY

RESTRICTIVE COVENANTS

Adams Subdivision

The undersigned Leo C. Adams, and Florence M. Adams also known as Mrs  
Leo C. Adams, being the sole owners of the land hereinafter described, and

having caused a subdivision plan to be made of the following des-  
cribed land, situated in Logan City, Cache County, State of Utah to-  
wit:

Legal Description

Being part of the NW $\frac{1}{4}$  of Section 35, T 12 N, R 1 E of the Salt Lake Base  
and Meridian, also described as being part of Lot 2, which is part of  
Niels Mikkelson's Entry, and beginning at a point N 3° 16' 00" W 39.96  
feet (by record N 2° 10' W 40.92 feet) of the SW corner of Lot 1, which is  
also part of Niels Mikkelson's Entry and running thence N 88° 43' 20" W  
653.56 feet (by record West 652.08 feet) to point in East line of Crockett  
Avenue; thence N 3° 43' 10" W 399.20 feet (by record N 2° 50' W 392.7 feet)  
along East line of Crockett Avenue, to point in South line of Canyon Road;  
(Continued on page 16)

Wherein said land has been divided into lots and streets, said  
plan being duly platted as the Adams subdivision of Logan City, Utah,  
said plat to be duly recorded in the Office of the County Recorder  
of Cache County, Utah, does hereby make the following declarations  
as to limitations, restrictions and use 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 de-  
signed for the purpose of keeping said subdivision desirable, uni-  
form and suitable in architectural design and use as herein specified,

1. These restrictions are real, and are to run with the land and  
shall continue in force until January 1, 2003.

2. All lots in the tract shall be known and described as residen-  
tial lots. No structures shall be erected, altered, maintained,  
placed or permitted to remain upon any residential building plot  
asplatted and recorded in said subdivision other than one or one  
and a-half story residential dwellings with not more than two car  
garages. Buildings shall be for one family residential dwellings,  
with rental units allowed in other than ground level areas of the  
structure and a maximum of two families per dwelling unit.

3. Houses will be placed on lots in conformity to Logan City  
Zoning and R-2 Ordinance.

4. 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.

for record of Paul Ferguson  
Handwritten  
See book ...  
Pages ...

5. No dwelling shall be permitted on any lot of the said tract with the ground floor area or the area above the ground floor, exclusive of open porches and garages, less than 1200 square feet.

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

7. 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 as to conformity and harmony of external design with the 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 Leo C. Adams, Robert Leo Adams and Calvin R. Watts, or by any of the two above named 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 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 representative, shall cease on and after January 1, 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 a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

8. The owners of all property or any part thereof in the said subdivision shall immediately upon the purchase of any lot, maintain and control all weeds on the said lot, or lots purchased by them. The said committee hereinabove designated shall be the sole supervisors and judges as to the need of any additional weed control in the entire project. If in the opinion of the committee above designated, a weed control program is needed in the said project, then the said committee shall have all necessary weed control work completed. The said committee shall thereupon bill the owners of the said property for the costs of having the weed control work done on their property and the land owner shall pay the said committee at the address designated on the statement, the sum so billed within thirty days from the date of said billing.

9. A. Building Location

- 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, except that on all lots abutting collector streets no building shall be nearer located than 20 and 30 feet respectively to the street property lines of said streets.
- b. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more in the rear of the main building. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.
- c. For 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.

B. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

C. Temporary Structures

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.

D. Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. H-3 Severability

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

11. If the parties thereto, 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 development or 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

Florence M. Adams

Mrs. Leo Adams

Leo C. Adams

Continue Legal Description:

thence n 71

thence N 71° 04' 40" E 375.73 feet along the South line of Canyon Road;  
thence N 79° 20' 10" E 156.51 feet along South line of Canyon Road;  
thence N 84° 22' 50" E 137.86 feet along South line of Canyon Road  
(by record the previous three courses are described as being N 70° 09' E  
412.50 feet; thence N 86° 17' E 198.0 feet); thence S 3° 16' 00" E  
378.44 feet (by recordd S 2° 10' E 576.18 feet) to point of beginning.  
and containing 7.59 acres, more or less.

RESERVED FROM the Restrictions and Covenants herein are Lots 13, 14, 25,  
26, 27 and 28 of said Adams Subdivision.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH }  
County of Cache }

On the 27th day of May A.D. 1963, personally  
appeared before me

Leo C. Adams and Florence M. Adams, also  
known as Mrs. Leo C. Adams

the signer of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

Commission expires: 18 July 1966  
Residing in Logan, Utah



HICKMAN ABSTRACT CO.  
Logan, Utah