

1294196

Recorded JUL 30 1952 at 11:48 a.m.
Request of Paul F. Vetter
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.60 By Ed Schmitt Deputy
Book 944 Page 37 Ref. Cont Bank Bldg.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, A. J. Newman and Virginia May Newman, his wife, and Charles T. Cloughley, Jr. and Ardith Moore Cloughley, his wife, and D. E. Moore and Bonnie F. Moore, his wife, and Henry M. Hansen and Gladys P. Hansen, his wife, and Byron Clyde Russell and Lona Joyce Russell, his wife, and Trunnell & Co., a co-partnership in State of Utah, and Walter Bolic and Angie S. Bolic, his wife, and

Alb Sherman Gowans & Grace Murdock ^{his wife}

the owners of the following described tract of land, situate in Salt Lake County, State of Utah, to-wit:

All of Lots One (1) to Twenty-four (24) both inclusive, in ORCHARD GARDENS, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah,

in consideration of the promises and of the benefit that will or may accrue to each in the ownership or disposition of the above described parcels of land, each does hereby covenant and agree with each and every other person and persons individually and collectively, and all persons who may become owners of said lots or parcels of land within said area, and their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the lots shall be held and enjoyed by all persons who may/or ^{be} now are owners of said parcels, and each of their heirs, executors, administrators and assigns, SUBJECT TO AND WITH THE BENEFIT OF each and all of the restrictions and covenants contained in that certain document entitled "Protective Covenants" signed by A. J. Newman and Virginia May Newman, his wife, dated the 15th day of May 1951, recorded in Misc. Index No. 4, Book 855, page 493, May 15, 1951, in the Office of the Salt Lake County Recorder, and it is agreed that such restrictions and covenants and benefits are, except as hereinafter amended,

incorporated by reference as a part hereof as if fully set forth.

Said restrictions and covenants before described are hereby amended as follows:

- (1) Numbered paragraph (10) of the Protective Covenants dated the 15th day of May 1951 signed by A. J. Newman and Virginia May Newman, his wife, is hereby deleted in its entirety, which deletion shall have the same force and effect as if omitted in the first instance.
- (2) The Protective Covenants dated the 15th day of May 1951 signed by A. J. Newman and Virginia May Newman, his wife, are hereby amended to permit the owner of Lot 15 the use and benefit of said lot for the construction of a duplex, but such exemption and exception shall in no other way effect the restrictive use of said lot or any other lot.

Subject to such amendments as enumerated in (1) and (2) above-stated, the restrictions and covenants as described are hereby affirmed, adopted and ratified. Invalidation of any of the covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSES OUR HANDS as the owners of the said real property this ~~28th~~ day of July 1952.

TRUNNELL & CO., a Co-partnership
of the State of Utah, By: - - -


Phillip S. Trunnell
a partner

Albert Sherman Lowans
Grace Murdock Lowans

John T. Laughley Sr.
John W. Laughley
Leon J. Russell
Harry M. Hansen
Gladys J. Hansen
Byron Clyde Russell
D. Moore
A. J. Newman
Virginia May Newman
Thomas J. Moore
Mattie Bolie
Angie S. Bolie

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 28th day of July 1952, personally appeared, before me, ~~A. J. Newman~~ ^{A. J. Newman and Virginia May Newman, his wife,} and Charles T. Cloughley, Jr. and Ardith Moore Cloughley, his wife, and D. E. Moore and Bonnie F. Moore, his wife, and Henry M. Hansen and Gladys P. Hansen, his wife, and Walter Bolic and Angie S. Bolic, his wife, and Byron Clyde Russell and Lena Joyce Russell, his wife, and Phillip G. Trunnell, a partner of the co-partnership of Trunnell & Co, the latter representing that he had specific and general authority to sign in behalf of said co-partnership of Trunnell & Co., and each being duly sworn acknowledged to me that he or she signed the above instrument.


NOTARY PUBLIC
Residing in Salt Lake County
Commission expires 7/22/56



STATE OF UTAH)
COUNTY OF SALT LAKE

Notary	Signature
Notary	Signature
Notary	Signature
Notary	Signature