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Request of Security Wills Co.No.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Labortounty, Utah
Book 27 Page 388 Ref

MODIFICATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

REED M. SMITH, EARRARA D. SMITH, THOMAS A. DEWEY, LARAINE DEWEY,
PHILIP J. BLANDA, JANET K. BLANDA, ROBERT E. BOWEN, JOYLAYNE R. BOWEN, STEMART
L. CARLSON, CHERILL CARLSON, SILVIA J. FASSIO, ANNA B. FASSIO, GENE D. OLSON,
MARCILLE S. OLSON, FRANK E. YOUNG, JR., GERTRUDE S, YOUNG, ARTHUR CHRISTENSON,
EVALYN C. CHRISTENSON, MARVIN R. PACK, JUANITA H. PACK, LYMAN S. WILLIAMS,
FANNIE WILLIAMS, THOMAS CRUG, ELSIE R. CRUG, ROBERT S. GREENBURG, LEAH M.
GREENBURG, THOMAS E. PLANT, BONNIE L. S. PLANT, MARTIN R. THOMAS, CALLY N.
THOMAS, and DONALD Fr. BERG, being individually the owners of all of the lots in
Lichfield Gardens, a subdivision of Salt Lake County, State of Utah, being a
part of Black Dr., 5 agre plat C, Big Field Survey, hereby mutually agree, one
with the other, to modify, as is set forth below, the restrictions and protective covenants dated November 26, 1951, executed by William G. and Beulsh
M. Lichfield, his wife, and recorded April 17, 1952, as entry No. 1282638, of
the official records of Salt Lake County, and relating to the said Lichfield
Gardens Subdivision.

The undersigned intend that the restrictions and protective covenants referred to above shall remain unchanged and in full force and effect, and each agrees to abide thereby, except that the parties mutually agree one with the other that:

1. On Lots 1 and 2 one duplex may be constructed on the combined lots and on Lots 3 and 4, one duplex may be built upon the combined lots and on Lots 3 and 4, one duplex may be built upon the combined lots and on Lots 3 and 4, one duplex may be built upon the combined lots and on Lots 3 and 4, one duplex may be built upon the combined lots and the same is boreby changed so that on any lot in highfield dardens a multiple ramily deciling and for not now than two families may be constructed on materials.

2. The duplex to be located on Lots 1 and 2, as mentioned above, must be set back 12 feet from Yuma Street, and the duplex to be located on Lots 3 and 4 must be set back at least to a line parallel with the duplex on Lots 1 and 2, and the existing residence on Lot No. 5.

14 Company S. After, but only after, the two duplex units mentioned above are

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completed, the rear of Lots 1, 2, 3 and 4 behind the duplex units may be utilized as a parking lot, providing the parking lot is hardsurfaced, and the hard surface is maintained, and providing further that the boundaries of the parking lot are planted to heavy shrubbery and the shrubbery is cultivated and maintained so as to constitute a boundary or division between the parking lot and the adjoining lots or areas.

4. It is mutually agreed that Restriction No. 4 of the original Restrictions and Protective Covenants, dated November 25, 1951, should be amended, and the same is hereby amended to read as follows, and each of the undersigned agree to abide by said restriction as thus changed:

"No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described, or any part or portion thereof, except the use of the rear of Lots 1, 2, 3, and 4 for parking, as previded in this Modification of Restrictions and Protective Covenants. No separate structure shall be placed upon any of the lots for use for any commercial purpose, or for the purpose of any trade, and no trade or commercial use (except above use of Lots 1, 2, 3 and 4 for parking) shall be made of any of the properties within the subdivision, except within a unit constructed as and used for a residential unit."

- 5. The two duplex units to be constructed, as provided for herein, will be constructed in accordance with the lot plan and the exterior and elevation plans already prepared and initiated, as approved by Marvin R. Pack, for and on behalf of undersigned.
- 6. That once the parking lots are hard-surfaced and the shrubbery planted, the same will be maintained in a neat and orderly condition and so as to avoid the accumulations of trash and debris on the parking lot, and so as to prevent dust from accumulating or being stirred up and deposited on adjacent lots.
- 7. The undersigned agree that in the event they shall fail to maintain the shrubbery or to maintain the parking lot in a neat, clean and orderly condition, the persons for whose benefit this agreement is made, or any one of them, may have the remedy of specific performance or may enjoin the use of the parking lot, until the provisions hereof are fully complied with and performed.
- 8. The undersigned agree that they will not use or attempt to use the parking lot for any other commercial purposes, and that they will not while the

the restrictive covenants are in effect apply to the city for permission to extend their existing store or commercial properties onto any part or portion of Lots 1, 2, 3 and 4 in Lichfield Gardens, but it is understood and agreed that the persons for whose benefit this agreement is made, being all of the owners of land in Lichfield Gardens, will not object to the undersigned applying for permission now or in the future to extend the existing commercial properties adjacent to Lichfield Gardens and owned and controlled by the undersigned from extending the existing properties, to the end of the lot line of the lands upon which said buildings are presently located.

9. This agreement shall be binding upon and run for the benefit of the heirs, successors, administrators, executors or assigns of the undersigned, and each of them.

Jack M. Grendung Marcille E. Alson

Jack M. Grendung Marcille E. Alson

Laron B. Bley Morma a Rose

Horal E. Bleyl Thomas E. Plant

Evelyn C. Christianun Bonnin Lee Plant

Evelyn C. Christianun M. J. Lichfield

Marcille S. Milliamo

Marcille E. Alson

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Marcille E. Alson

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Thomas Jeres	anne & Zassio
Elsie R. Crus	Dilvio Fassio
Thelip J. Blanch	Rus M. Land
Jant K. Blanda	
	and contain another at the tar to the
	sers under contract of lots in Lich-
Field Gardens hereby also agree to the fo	regoing modification.
Robert a. anderson	
alice M. anderson	
ohn Hoheen Ji	
Shine a Streen	Name and the state of the state
The shove conditions and cove	nants imposed upon the owners of
	그렇다 그 사람이 사용이 가장 얼마 하는 경우 하를 받고 있습니
ots 1, 2, 3, and 4 are hereby accepted a	
who are the owners of Lots 1, 2, 3 and 4	in Lichfield Gardens.
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Thomas a De

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STATE OF UTAH

1953, personally appeared on the 3/ day of before me ROBERT S. CREENBURG, LEAH M. GREENBURG, M. RAY THOMAS, CALLY N. THOMAS, AARON B. BLEYL, HAZEL E. BLEYL, ARTHUR CHRISTIANSEN, EVELYN C. CHRISTI-ANSEN, JUANITA H. PACK, MARVIN R. PACK, FRANK E. YOUNG, JR., GERTRUDE S. YOUNG, GENE D. OISON, MARCILLE E. OISON, DONALD F. BERG, DON M. REESE, NORMA A. RKESE, THOMAS E. PLANT, BONNIE LEE PLANT, WM. G. LICHFIELD, BEULAH M. LICHFIELD, LYMAN S. VILLIAMS: STEWART L. CARLSON, MRS. STEWART L. CARLSON, THOMAS CRUS, ELSIE R. CRUS, PHILIP J. BLANDA, JANET K. BLANDA, ANNA B. FASSIO, SILVIA FASSIO, RUTH M. FORD, ROBERT A. ANDERSON, ALICE W. ANDERSON, JOHN H. GREEN, JR., IRENE A. GREEN, REED M. SMITH, BARBARA D. SMITH, and LORAINE E. DEWEY, the signers of the foregoing Modification of Restrictions and Protective covenants, who duly acknowledged to me that they executed the same.

PROVARY SHAPE ABIANC OF WAR SHOWARD A DOOR

Notary Public

Residing at Salt Lake City, Utah(
| MODIANT PUBLIC

My Commission expires:

STATE OF UTAH)ss COUNTY OF SALT LAKE)

On the 22 day of Capul , 1953, personally appeared before me THOMAS A. DEWEY, one of the signers of the foregoing Modification of Restrictions and Protective covenants, who duly acknowledged to me that he executed the same

My Commission Expires:

Notary Public Residing at Salt Lake City, Utah