

320
1.V.

362-

7863

AMENDED PROTECTIVE COVENANTS

of

EDGEFIELD SUBDIVISION, A PART OF THE
NORTHWEST QUARTER OF SECTION 24, TOWN-
SHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, original protective covenants covering Edgefield Sub-
division were filed in the Utah County Recorder's Office in Book 626,
pages 219-21, on the 23rd day of April, 1953, covering the following described
property, to-wit:

Edgefield subdivision, a subdivision of a portion of the
Northwest quarter of Section 24, Township 5 South, Range 1
East, Salt Lake Base and Meridian, located in American
Fork City, Utah County, State of Utah, more particularly
described by metes and bounds as follows, to-wit:

Commencing 10.168 chains East and 1.0 chain North of the
Southwest corner of the Northwest quarter of Section 24,
Township 5 South, Range 1 East, Salt Lake Base and Meridian;
thence North 0° 17' East 908.4 feet; thence South 89° 29' East
248.27 feet; thence South 345.18 feet; thence East 77.86
feet; thence South 561.0 feet; thence West 330.6 feet to
the point of beginning.

Also described as:

Commencing North 89° 29' West 405.0 feet and South 0° 31'
West 66.0 feet from the Southeast corner of Block 1, Plat "A"
of the American Fork City Survey of Building Lots; thence
South 89° 29' East 248.27 feet; thence South 345.18 feet;
thence East 77.86 feet; thence South 561.0 feet; thence
West 330.6 feet; thence North 0° 17' East 908.4 feet to the
point of beginning.

WHEREAS, it is the desire of the Barratt Development Company, a
Utah corporation, present owners of said property, to amend said protective
covenants to comply with the Federal Housing Authority requirements;

NOW, THEREFORE, the original protective covenants and restrictions
applying to said subdivision are hereby incorporated by reference and reiter-
ated and made a part of these amended protective covenants in all its original
provisions with the exception of the following paragraphs, to-wit:

1. That paragraph immediately following the legal description of
said property to read as follows: These covenants are to run with the above
land and shall be binding on all parties and all persons claiming under any
party hereto and owning or claiming any interest in any part of the above
property until July 1, 1988, at which time said covenants shall be automatically

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extended for successive periods of 5 years until July 1, 1998, unless, by vote of the owners of more than fifty percent (50%) of the area of the above property it is agreed, within thirty (30) days after July 1, 1988, or within thirty (30) days after July 1, 1993, to change, modify or abolish said covenants in whole or in part.

2. The second paragraph on page 2, beginning with the third sentence therein, shall be amended to read as follows: No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 17th day of June, 1958.

BARRATT DEVELOPMENT COMPANY, a corporation
By Thomas A. Barratt
Its President

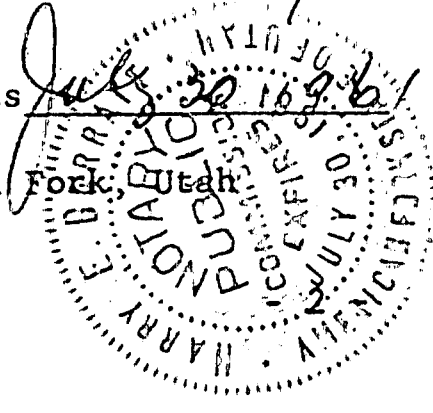
ATTEST:
Glen C. Barratt
Its Secretary

STATE OF UTAH)
: ss
County of Utah)

On this 17th day of June, A. D. 1958, personally appeared before me Thomas A. Barratt and Glen C. Barratt, who being by me duly sworn did say, each for himself, that he, the said Thomas A. Barratt is the president, and he, the said Glen C. Barratt is the secretary of Barratt Development Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Thomas A. Barratt and Glen C. Barratt each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Harry E. Barratt
Notary Public

My commission expires July 30 1958
Residing at American Fork, Utah



HEBER GRANT IVINS
ATTORNEY AT LAW
GENEVA FINANCE BLDG.
AMERICAN FORK, UTAH

364-

Deborah J. Bennett
P.O. Box 248
Provo, Utah
(Husband)

\$3.20

ABSTRACTED
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BOOK PAGE
THE LAMAR VEST
UTAH COUNTY
RECORDS
DEPARTMENT

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WARRANTY DEED

SECURITY TITLE & ABSTRACT CO.
55 East Center St. - Provo, Utah
Order No. 8703

J. W. FERRE and IZELA FERRE, husband and wife, Grantors of Provo City, Utah hereby CONVEY AND WARRANT to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantee of Salt Lake City, County of Salt Lake, State of Utah for the sum of \$10.00 and other good and valuable considerations, that certain property located in City of Provo, County of Utah, State of Utah, further described as follows:

9267-23

Commencing 7 rods north and 9.20 feet east from the southeast corner of Block 34 Plat C Provo City Survey of Building Lots; thence West 58.70 feet; thence North 2 rods; thence West 3 rods; thence North 3 rods; thence East 108.2 feet; thence South 5 rods to the place of beginning.
Subject to rights, rights of way, easements and restrictions of records.

WITNESS THE HANDS of said Grantors this 16th day of June,

A. D. 1958.

J. W. Ferre

Izela Ferre