

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 provided 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.

Dated this 31 day of August, 1953.

<u>Robert Greenberg</u>	<u>Gene D. Olson</u>
<u>Leah M. Greenberg</u>	<u>Marville E. Olson</u>
<u>M. Ray Thomas</u>	<u>Donald F. Berg</u>
<u>James H. Sumner</u>	<u>Donna B. Rees</u>
<u>Arnon B. Bleyl</u>	<u>Norman A. Rees</u>
<u>Hazel E. Bleyl</u>	<u>Thomas E. Plant</u>
<u>Arthur Christensen</u>	<u>Bennie Lee Plant</u>
<u>Evelyn C. Christensen</u>	<u>Wm. L. Tichfield</u>
<u>Lucretia D. Pack</u>	<u>Beulah M. Tichfield</u>
<u>Marion R. Pack</u>	<u>Lynne J. Williams</u>
<u>Frank C. Young Jr.</u>	<u>Stewart L. Carlson</u>
<u>Esther S. Young</u>	<u>Mrs. Stewart L. Carlson</u>

Thomas J. Green
Elaine R. Cross
Philip J. Blanda
Janet K. Blanda

Anna B. Fassio
Silvio Fassio
Ruth M. Ford

The undersigned, being purchasers under contract of lots in Lichfield Gardens hereby also agree to the foregoing modification.

* Robert A. Anderson
* Alice W. Anderson
John W. Green Jr.
Leona A. Green

The above conditions and covenants imposed upon the owners of Lots 1, 2, 3, and 4 are hereby accepted and agreed to by the undersigned, who are the owners of Lots 1, 2, 3 and 4 in Lichfield Gardens.

Reed W. Smith
Barbara D. Smith
His Wife
Thomas A. Dewey
Loraine E. Dewey
His Wife

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 31 day of August, 1953, personally appeared before me ROBERT S. GREENBURG, LEAH M. GREENBURG, M. RAY THOMAS, CALLY N. THOMAS, AARON B. BLEYL, HAZEL E. BLEYL, ARTHUR CHRISTIANSEN, EVELYN C. CHRISTIANSEN, JUANITA H. PACK, MARVIN R. PACK, FRANK E. YOUNG, JR., GERTRUDE S. YOUNG, GENE D. OLSON, MARCILLE E. OLSON, DONALD F. BERG, DON M. REESE, NORMA A. REESE, THOMAS E. PLANT, BONNIE LEE PLANT, WM. G. LICHFIELD, BEULAH M. LICHFIELD, LYMAN S. WILLIAMS; 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 LORAIN E. DEWEY, the signers of the foregoing Modification of Restrictions and Protective covenants, who duly acknowledged to me that they executed the same.

Thomas A Dewey
Notary Public
Residing at Salt Lake City, Utah
NOTARY PUBLIC
STATE OF UTAH
EXPIRES 22 DECEMBER 1954

My Commission expires:
Sept 7 1957

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 22 day of April, 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.

Edward P. Bluff
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
April 22 1954