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WHEN RECORDED, RETURN TO:

FOUNDERS TITLE COMPANY
1100 EAST 6000 SOUTH #120
SALT LAKE CITY, UTAH 84121

ATTN: BRUCE HANCOX

5870200
07/08/94 4:22 PM 24.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: S WEST , DEPUTY - WI

TERMINATION OF AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR
NEWMANS LANE SUBDIVISION AND RIGHT OF WAY MAINTENANCE AGREEMENT

5870200
THIS TERMINATION OF AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR NEWMANS LANE SUBDIVISION AND RIGHT OF WAY MAINTENANCE AGREEMENT is made and entered into this _____ day of June, 1994, by the undersigned individuals and owners (the "Homeowners") of property included within the real property described in Exhibit "A" attached herewith and incorporated herein by this reference.

RECITALS:

A. On September 21, 1984, R.K. Buie Company Incorporated and Buiecorp, Inc., and the owners at that time of lots 1 through 5 of the Newmans Lane Subdivision (non-regular), as described in Exhibit "A" attached herewith, executed Amended Declaration of Protective Covenants for Newmans Lane Subdivision and Right of Way Maintenance Agreement. Said Amended Declaration of Protective Covenants for Newmans Lane Subdivision and Right of Way Maintenance Agreement was dated September 21, 1984, and recorded on January 28, 1986, as Entry No. 4194804, in Book 5731, Page 1111, in the records of the County Recorder of Salt Lake County (the "Protective Covenants").

B. The undersigned Homeowners are respectively the current owners of lots 1 through 5 of the Newmans Lane Subdivision (non-regular) as described in the Protective Covenants and as set forth in Exhibit "A" attached herewith, and which are benefitted by the Protective Covenants.

C. The Homeowners, individually and collectively, for themselves and on behalf of their successors and assigns as owners of lots within the Newmans Lane Subdivision (non-regular) desires to extinguish and forever terminate the terms, provisions, rights, obligations, benefits, and all other aspects created by the Protective Covenants.

NOW THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Homeowners, individually and collectively, for themselves and their respective successors and assigns as owners from time to time of a lot or lots in the Newmans Lane Subdivision, hereby release, terminate, repeal and extinguish the Amended Declaration of Protective Covenants for Newmans Lane Subdivision and Right of

Way Maintenance Agreement, and any prior protective covenants which may exist, it being the intention of the undersigned Homeowners to extinguish, terminate and abandon all such protective covenants. This instrument is not intended to affect in any fashion the terms and conditions of that certain Right of Way Maintenance Agreement recorded January 28, 1986, as Entry No. 4194803, in Book 5731, Page 1100, in the records of the Salt Lake County Recorder or the right of way referenced and granted therein, which right of way known as Newman's Lane is hereby reaffirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this instrument on or as of the day and year first above written.

OWNERS OF LOT 1:

Michael A. Silva
MICHAEL A. SILVA

Karen J. Silva
KAREN J. SILVA

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)



On the 3rd day of JULY, 1994, personally appeared before me MICHAEL A. SILVA and KAREN J. SILVA, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:
7 MAR 1998

Steve Wilson
Notary Public
Residing at: SALT LAKE COUNTY

OWNERS OF LOT 2:

DENNIS MERRILL, TRUSTEE

REBECCA MERRILL, TRUSTEE

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 1994, personally appeared before me DENNIS MERRILL, TRUSTEE and REBECCA MERRILL, TRUSTEE, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:

Notary Public
Residing at: _____

BK6977PG2984

Way Maintenance Agreement, and any prior protective covenants which may exist, it being the intention of the undersigned Homeowners to extinguish, terminate and abandon all such protective covenants. This instrument is not intended to affect in any fashion the terms and conditions of that certain Right of Way Maintenance Agreement recorded January 28, 1986, as Entry No. 4194803, in Book 5731, Page 1100, in the records of the Salt Lake County Recorder or the right of way referenced and granted therein, which right of way known as Newman's Lane is hereby reaffirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this instrument on or as of the day and year first above written.

OWNERS OF LOT 1:

MICHAEL A. SILVA

KAREN J. SILVA

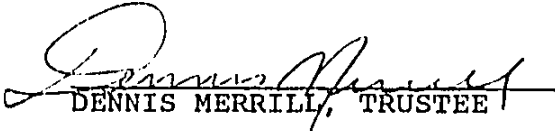
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 1994, personally appeared before me MICHAEL A. SILVA and KAREN J. SILVA, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:

Notary Public
Residing at: _____

OWNERS OF LOT 2:

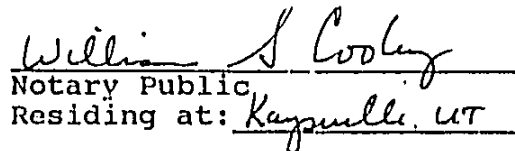

DENNIS MERRILL, TRUSTEE


REBECCA MERRILL, TRUSTEE

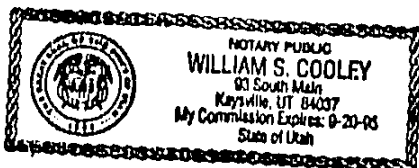
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 30 day of June, 1994, personally appeared before me DENNIS MERRILL, TRUSTEE and REBECCA MERRILL, TRUSTEE, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:


Notary Public
Residing at: Kaysville, UT

9.20-95



OWNERS OF LOT 3:

ALEXANDER THEODORE, TRUSTEE

SANDRA L. THEODORE, TRUSTEE

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 1994, personally appeared before me ALEXANDER THEODORE, TRUSTEE and SANDRA L. THEODORE, TRUSTEE, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:

Notary Public
Residing at: _____

OWNERS OF LOT 4:

Robert L. Higginson
ROBERT L. HIGGINSON

Mardel S. Higginson
MARDEL S. HIGGINSON

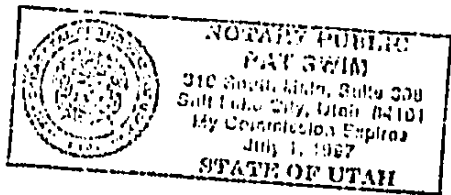
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5 day of July, 1994, personally appeared before me ROBERT L. HIGGINSON and MARDEL S. HIGGINSON, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:

7-1-97

Pat Swin
Notary Public
Residing at: 2315 E. 7800 So.
S.L.C. UT 84131



OWNERS OF LOT 5:

Aldon Lee Cook
ALDON LEE COOK

Donna Lee Cook
DONNA LEE COOK

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 8 day of July, 1994, personally appeared before me ALDON LEE COOK AND DONNA LEE COOK, the signers of the above instrument, who acknowledged to me that they executed the same.

My Commission Expires:
3-11-97

Berta Keith
Notary Public
Residing at: S.L.C.
Utah

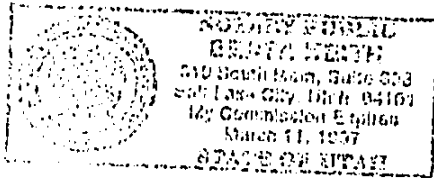


EXHIBIT "A"

Lot 1, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: Michael A. Silva and Karen J. Silva, joint tenants.
- b. Legal Description: Beginning at a point North 1060.16 feet and East 932.94 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $0^{\circ}08'13''$ West 200.00 feet; thence North $89^{\circ}56'00''$ East 199.00 feet; thence South $0^{\circ}00'13''$ East 220.00 feet; thence South $85^{\circ}56'00''$ West 199.00 feet to the point of beginning.

Lot 2, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: Dennis Merrill and Rebecca Merrill, Trustees.
- b. Legal Description: Beginning at a point which is North 1060.392 feet and East 1131.950 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}08'13''$ West 230.00 feet; thence North $09^{\circ}56'$ East 199.0 feet; thence South $0^{\circ}16'30''$ East 230.0 feet; thence South $89^{\circ}56'$ West 199.00 feet to the point of beginning.

Lot 3, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: Alexander Theodore and Sandra L. Theodore, Trustees.
- b. Legal Description: Beginning North 2090.43 feet and East 1163.67 feet and North $89^{\circ}56'$ East 186.21 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Meridian; North $0^{\circ}08'13''$ West 253.37 feet; North $89^{\circ}56'$ East 211.30 feet; South $0^{\circ}14'$ West 305.9 feet; North $89^{\circ}56'56''$ West 229.97 feet; North $0^{\circ}16'30''$ West 26.02 feet; North $89^{\circ}56'$ East 20.04 feet to beginning.

Lot 4, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Robert L. Higginson and Mardel S. Higginson, joint tenants
- b. Legal Description: Beginning at a point on the center line of Newman's Lane (a 20 foot r/w) said point being 2090.43 feet North and 1163.68 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $01^{\circ}02'24''$ East, 263.42 feet; thence North $89^{\circ}56'$ East 181.00 feet; thence South $0^{\circ}08'13''$ East 253.37 feet; thence South $89^{\circ}56'$ West 186.21 feet to the point of beginning.

Lot 5, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Aldon L. Cook and Donna L. Cook, joint tenants.
- b. Legal Description: Beginning at a point 2090.15 feet North and 932.27 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}08'13''$ West 253.37 feet; thence North $89^{\circ}56'$ East 236.62 feet; thence South $01^{\circ}02'24''$ West 253.42 feet; thence South $89^{\circ}56'$ West 231.41 feet to the point of beginning.

POOR COPY
CO. REORDER

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