

1587516

HYLAND REALTY  
3165 Highland Drive

BOOK 1498 PAGE 29

AGREEMENT AMENDING PARAGRAPHS 1, 4, 5, 6, and 11 OF THE PROTECTIVE COVENANTS AFFECTING LOTS IN OLYMPUS VIEW SUBDIVISION IN SALT LAKE COUNTY, STATE OF UTAH, ACCORDING TO THE PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF SAID COUNTY.

The undersigned being the owners of all lots in said Olympus View Subdivision hereby amend paragraphs 1, 4, 5, 6 and 11 of said protective covenants executed by Hyland Realty recorded March 18, 1958 entry number 1583008 and book 1490 page 275 \_\_\_\_\_ of official records of Salt Lake County, state of Utah to read as follows:

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until April 12, 1989, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

4. All above described lots in the tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed two stories in height and a private garage.

5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Arnold Dee White, M. Paul Mertlich and Wayne R. Pugmire, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after April 12, 1989. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previous exercised by said committee.

