

BOOK 1957 PAGE 610 AUG 28 1962 Recorded at Request of Home-Max Construction Co.  
2:57 P.M. Fee Paid \$2.00 NELLIE M. JACK, Recorder Salt Lake County, U.  
1865867 By W. H. H. H. Dep. Ref. "COVENANTS IMPOSING RESTRICTIONS" 390 E. 33rd South

Arnold Dee White and Erma M. White the sole owners of the sub-division areas presently known as Southern Acres # 1 and 2 do hereby order a change in certain covenants now of record covering these sub-divisions. Covenants being modified by this order were dated April 22, 1955 signed by Ray D. Free and Louise W. Free, his wife, the then owners, and were recorded April 25, 1955 entry # 142295, book 1189 page 350 in the official record of the Salt Lake County recorder.

Paragraph # 5 of the recorded covenants above referred to shall be changed to read as follows:

No structure shall be erected wholly or in part on said lots, other than one-story, a one and one-half story or a two-story single family dwelling, costing not less than 12,000.00 or having an area of not less than 875 square feet of floor space, exclusive of basement requirements.

Paragraph # 6 of the afore mentioned covenants reading;

"No stable, barn or chicken coop etc." is hereby ordered delated and the new provision to read as follows:

"No stable, barn or chicken coop shall be constructed or placed upon any lot in these sub-divisions.

Paragraph # 9 of the existing covenants is hereby modified to read as follows;

"No building shall be located on any lot in the sub-division nearer than 30 feet to the front line of said lot or parcel of ground or nearer than 8 feet to any side yard line."

No structure shall be erected or placed upon any lot or parcel of ground in these sub-divisions without the prior approval as to design etc. of an architectural committee comprised of Arnold Dee White, Erma M. White and Edward A. White or their duly appointed successors.

The following paragraph is ordered to become a part of these covenants: "No walls, hedges or fences are to extend beyond the dwelling set back to any street unless approved by the architectural committee."

The foregoing ordered modification and additions in covenants and restrictions are to run with the land and shall be binding with all parties and persons claiming ownership under them until the first day of May 1995 at which day said covenant shall be automatically extended for successive period of ten years unless by a vote of majority of then owners of lots it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way effect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, we Arnold Dee White and Erma M. White husband and wife the owners of the real property here and before described have caused these presents and this instrument to be executed this Feb 1, 1962 day of 1962.

Signed By:

Arnold Dee White  
Erma M. White

STATE OF UTAH

COUNTY OF SALT LAKE

On the 28 day of Aug A.D., 1962, personally appeared before me, Arnold Dee White and Erma M. White, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

26 Jan 1963

W. H. H. H.  
Notary Public

Residing at Salt Lake City, Utah