

1989053

BOOK 2171 PAGE 432

Recorded MAR 30 1964 at 11:55 AM  
Request of Fairclough-Brewer Co.  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 2.70 By [Signature] Depu  
Ref. 7570, 1st State, City 15

AMENDMENT TO BUILDING RESTRICTIONS

RIVIERA HEIGHTS NO. 2 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property in Salt Lake County, Utah:

All of Lots Two Hundred One (201) through Two Hundred Fifty-Six (256), inclusive, in RIVIERA HEIGHTS NO. 2 SUBDIVISION, according to the official plat on file and of record in the office of the County Recorder of said County.

hereby amend and modify those certain building restrictions recorded January 29, 1964, as entry number 1975649, in Book 2148 at page 644 of the official records of Salt Lake County as follows:

Paragraph D is amended to read as follows: "No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot."

Paragraph H is amended to read as follows: "No structure, of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residential lot hereinbefore described or any part thereof."

Paragraph K, line 21, the date is hereby changed from January 1, 1975 to January 1, 1994.

Paragraph L is amended to read as follows: "These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part."

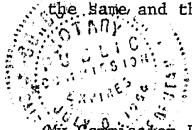
George M. Sullivan  
Elizabeth S. Sullivan

FAIRCLOUGH-BREWER CORPORATION

By Arthur W. Fairclough  
Secretary and Treasurer

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 25th day of March, 1964, personally appeared before me Arthur W. Fairclough, who being by me duly sworn did say, that he, the said Arthur W. Fairclough, is the Secretary and Treasurer of the Fairclough-Brewer Corporation, 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 Arthur W. Fairclough acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires: 7-6-64

Gordon H. Dick  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
                  : ss  
COUNTY OF SALT LAKE )

On the 28<sup>th</sup> day of March, 1964 personally appeared before  
George M. Sullivan and Elizabeth S. Sullivan, the signers of the  
within instrument who duly acknowledged that they executed the same.

Gordon F. Dick  
Notary Public  
Residing at Salt Lake City, Utah



Commission Expires: 7-6-64

Filed \_\_\_\_\_  
Indexed \_\_\_\_\_  
Grantee \_\_\_\_\_  
Grantor \_\_\_\_\_  
Photo \_\_\_\_\_  
Abstract \_\_\_\_\_  
Notes \_\_\_\_\_