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recorded at Request of TITLE INSURANCE COMPANY OF THE USA

SEP 18 1944

at 320 P. M. on 230 Cornelia S. Lund, Recorder S. L. County, Utah

By *J. E. [Signature]*, Dep. Not 298 Page 217 Ref: [ ]

AMENDMENT TO CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, INTERSTATE BRICK COMPANY was heretofore the owner in fee simple of a certain parcel of land situate in Salt Lake County, State of Utah, and more particularly bounded and described as follows, to wit:

Beginning at the Southwest corner of Mountair Acres Addition Number Three in Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°40' East 67.51 feet; thence North 74°39' East 143.21 feet; thence North 5°30' West 17.45 feet; thence South 88°05'30" East 145.94 feet; thence North 82°09' East 61.16 feet; thence South 89°40' East 847.0 feet; thence North 858.0 feet; thence South 89°40' East 110.0 feet; thence South 1133.0 feet; thence North 89°40' West 892.0 feet; thence North 72°28'08" West 176.03 feet to point on 310 foot radius curve to the right tangent to curve at this point being South 48°03'42" West; thence around said curve Southwesterly 143.86 feet to point of tangency; thence South 74°39' West 114.41 feet; thence North 15°21' West 272.314 feet to point of beginning.

and

WHEREAS, said parcel of land has been duly dedicated as a subdivision as required by law and such subdivision has been designated as Mountair Acres Addition Number Four and said parcel subdivided into building lots designated as Lots numbered 132 to 183, both inclusive, and the plat of said subdivision has been duly approved as required by law and is now on file and of record in the office of the County Recorder of Salt Lake County, State of Utah; and

WHEREAS, under date of November 24, 1943, said Interstate Brick Company executed certain use restrictions for the benefit and protection of the owners of said respective lots within said parcel and which said certificate of use restrictions was on the 29th day of November, 1943, duly recorded as Entry No. 964816 in the office of said County Recorder of Salt Lake County and to which instrument reference is made for the particular provisions thereof; and

WHEREAS, said Interstate Brick Company thereafter conveyed all of said parcel of land to the undersigned Capson-Bowman, Inc., a corporation, which is now the owner of the whole of said parcel; and

WHEREAS, the undersigned Investors Syndicate, a corporation, is now mortgagee of certain of said premises hereinabove described and is an interested party in the amendment of said use restrictions; and

WHEREAS, in said use restrictions so executed and recorded as aforesaid certain errors and omissions exist which it is necessary to correct and supply;

NOW THEREFORE, the undersigned Capson-Bowman, Inc. and Investors Syndicate do hereby certify and declare that the following designated paragraphs of said use restrictions so executed and recorded as aforesaid be and the same are hereby amended to read as follows:

- (b) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of R. V. HODGEN, LEO L. CAPSON and N. J. BOWMAN, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said committee, the remaining member, or members, shall have full authority 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 and after January 1, 1950. 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

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majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

- (c) No building shall be located on any residential building plot nearer than twenty-two (22) feet to the front lot line nor nearer than twenty-five (25) feet to any side street line. No building, except a detached garage or other out-building located sixty (60) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line.
- (j) No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Except as hereby amended, each and all of the use restrictions contained in said instrument of November 24, 1943, shall remain in full force and effect and each and all of said lots hereinabove designated are and shall, upon conveyance or encumbrance thereof, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to said use restrictions contained in said instrument of November 24, 1943, with the amendments thereto as in this instrument hereinabove set forth.

IN WITNESS WHEREOF, said Capson-Bowman, Inc. and Investors Syndicate have caused this instrument to be signed by their respective duly authorized officers this \_\_\_\_\_ day of September, 1944.

ATTEST

*[Handwritten signature]*

CAPSON-BOWMAN, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

INVESTORS SYNDICATE,

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF UTAH, )  
County of Salt Lake, ) SS.

On the 10 day of September, 1944, personally appeared

before me LEO L. CAPSON and N. J. BOWMAN,  
who being by me duly severally sworn did say that they are the  
PRESIDENT and SECRETARY of Capson-Bowman, Inc.;  
that the above instrument was signed in behalf of said corporation  
by authority of a resolution of its Board of Directors; and the said  
LEO L. CAPSON and N. J. BOWMAN duly  
acknowledged to me that said corporation executed the same.

My commission expires 4-24-48

R. W. Hodson  
Notary Public, residing at  
Salt Lake City, Utah

STATE OF UTAH, }  
County of Salt Lake, } SS.

On the 13th day of September, 1944, personally appeared  
before me D. E. RYAN, who being by me duly sworn  
did say that he is the VICE-PRESIDENT of Investors Syndi-  
cate; that the above instrument was signed in behalf of said corpora-  
tion by authority of a resolution of its Board of Directors; and the  
said D. E. RYAN duly acknowledged to me that said  
corporation executed the same.

My commission expires 4-24-48

R. W. Hodson  
Notary Public, residing at  
Salt Lake City, Utah

