

3544689

AMENDMENT TO  
BUILDING AND USE RESTRICTIONS

REQ OF Residential Home Board  
DEF Open Subdivision  
2/17

MAR 17 3 52 PM '81

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

Calder 3 So 2200 W West Jordan 81084

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the majority of lots as follows in Salt Lake County, Utah:

All of Lots 315 - 320 inclusive, 341 - 347 inclusive, and Lots 355 - 375 inclusive, Country Creek No. 3 Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County

That said owners executed Building and Use Restrictions, which document was duly recorded in the office of the County Recorder in and for Salt Lake County, Utah, on April 14, 1980 in Book 5088, Page 276, as Entry No. 3423024, and Amendment to Building and Use Restrictions recorded October 14, 1980 in Book 5164, Page 293, as Entry No. 3489730, did declare that all and each of said lots shall be subject to and be conveyed subject to reservations, restrictions and covenants as contained therein. That Part B, Paragraph 3 of Residential Area Covenants reads as follows:

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$45,000 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship, and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor plan area of the main structure exclusive of one-story open porches and garages, shall be not less than 950 square feet.

WHEREAS, the owners desire to amend Paragraph 3 as follows:

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$42,000 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship, and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor plan area of the main structure exclusive of one-story open porches and garages, shall be not less than 750 square feet.

That all other reservations, restrictions and covenants as recorded in the original Building and Use Restrictions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the owners have caused their hands and seals, and their corporate names and seals to be hereunto affixed, this 17th day of March, A.D. 1981.

ARNOLD DEVELOPMENT COMPANY

By [Signature]  
Dale A. Kehl, President

RINDLESBACH CONSTRUCTION  
By [Signature]  
Ken Rindlesbach, President

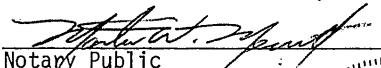
U.S. HOMES

By [Signature]  
Mark Rogers, Vice-President

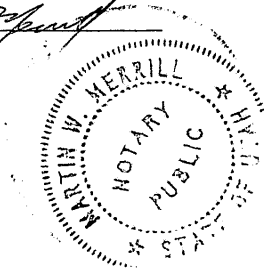
BOOK 5225 PAGE 1169

State of Utah )  
County of Salt Lake ) ss:

On the 17th day of March, A.D. 1980, personally appeared before me Dale A. Kehl, who being duly sworn did say for himself, that he the said Dale A. Kehl is the President of Arnold Development Company, and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Dale A. Kehl duly acknowledged to me that said corporation executed the same.

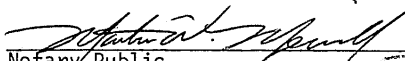
  
Notary Public

My Commission Expires: December 27, 1982  
Residing at Salt Lake City, Utah

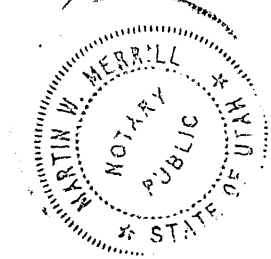


State of Utah )  
County of Salt Lake ) ss:

On the 17th day of March, A.D. 1980 personally appeared before me Ken Rindlesbach, who being duly sworn did say for himself, that he the said Ken Rindlesbach is the President of Rindlesbach Construction, and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Ken Rindlesbach duly acknowledged to me that said corporation executed the same.

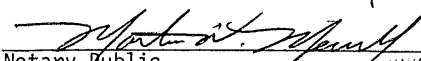
  
Notary Public

My Commission Expires: December 27, 1982  
Residing at Salt Lake City, Utah



State of Utah )  
County of Salt Lake ) ss:

On the 17th day of March, A.D. 1980 personally appeared before me Mark Rogers, who being duly sworn did say for himself, that he the said Mark Rogers is the Vice-President of U.S. Homes, and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Mark Rogers duly acknowledged to me that said corporation executed the same.

  
Notary Public

My Commission Expires: December 27, 1982  
Residing at Salt Lake City, Utah.

