

Recorded at the request of Irwin Arnovitz, November 2, 1940, at 12:31 P.M., in Book #253 of Liens and Leases, Pages 83, 84. Recording fee paid \$9.00. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: S-22, 12, 12.) RMH

#692115

AMENDED RESTRICTIVE COVENANTS
ARCADIAN PARK SUBDIVISION

Whereas Zion's Savings Bank and Trust Company, Robert L. Bridge, and Vivian M. Bridge, then his wife, being then all of the owners of lots in Arcadian Park Subdivision heretofore executed and entered into a certain agreement setting forth and containing restrictive covenants in regard to the use of all lots within said subdivision, which agreement was acknowledged and recorded August 30, 1938 in Book 201 of Liens and Leases, Page 607 as entry No. 841112 in the office of the County Recorder of Salt Lake County, Utah, in which county-said subdivision is situated; and,

Whereas said Zion's Savings Bank and Trust Company, Robert L. Bridge and John Buehner are now all of the owners and the only owners of lots within said subdivision and do now desire to amend said agreement and restrictive covenants, but only to amend them in regard to paragraph 8 thereof, so as to reduce from \$4,000. to \$3500. the minimum cost, and from 1000 to 850 square feet in case of one-story structures, the minimum ground floor area, of any dwelling permitted therein, and not to effect said agreement or covenants in any other respect whatever;

NOW THEREFORE, in consideration of \$1.00 in hand paid by each of the parties to the other and of their mutual agreement as herein provided and of other good and valuable consideration, it is hereby unanimously agreed by all of the owners of lots within said subdivision, being the undersigned, (except Verda Buehner, the wife of said John Buehner, who owns no lot or lots therein but joins herein by reason of being said wife and to give her consent in that regard, and also except said Vivian M. Bridge, who is no longer the wife of said Robert L. Bridge and who now owns no lot or lots therein, but who joins herein because of having joined in said original agreement and to now consent hereto,) that said agreement, covenants and restrictions, paragraph 8 thereof, be and are hereby amended in the foregoing particulars and that said paragraph now be amended to read as follows:

"8. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$3500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 850 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one-and-one-half or two-story structure." and that except for said amendment, the agreement, covenants and restrictions aforesaid shall continue to be and remain in full force and wholly unaffected hereby.

WITNESS the names and seals of the parties hereto this 15th day of February, 1940.

ZION'S SAVINGS BANK & TRUST COMPANY
ESTABLISHED AUG. 6, 1873
INCORPORATED JULY 31, 1888

ZION'S SAVINGS BANK & TRUST COMPANY
By Geo. S. Spencer
Vice-President
Willard R. Smith
Cashier
Robert L. Bridge.
Robert L. Bridge, now unmarried
Vivian M. Bridge
Vivian M. Bridge
John Buehner
John Buehner
Verda Buehner
Verda Buehner

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 15th day of February, 1940, personally appeared before me George S. Spencer and Willard R. Smith, who being by me first duly sworn did say that they are the Vice-President and Cashier, respectively, of Zion's Savings Bank and Trust Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said George S. Spencer and Willard R. Smith acknowledged to me that said corporation executed the same.

SEAL FRANK W. KNIGHT
NOTARY PUBLIC
COMMISSION EXPIRES
JUNE 12, 1940
SALT LAKE CITY, STATE OF UTAH

Frank W. Knight
Notary Public, residing at
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 15th day of February, 1940, personally appeared before me Robert L. Bridge, unmarried, one of the signers of said instrument, who duly acknowledged to me that he executed the same.

SEAL FRANK W. KNIGHT
NOTARY PUBLIC
COMMISSION EXPIRES
JUNE 12, 1940
SALT LAKE CITY, STATE OF UTAH

Frank W. Knight
Notary Public, residing at
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 15th day of February, 1940, personally appeared before me Vivian M. Bridge, one of the signers of said instrument, who duly acknowledged to me that she executed the same.

SEAL FRANK W. KNIGHT
NOTARY PUBLIC
COMMISSION EXPIRES
JUNE 12, 1940
SALT LAKE CITY, STATE OF UTAH

Frank W. Knight
Notary Public, residing at
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 15th day of February, 1940, personally appeared before me John Buehner and Verda Buehner, two of the signers of said instrument, who duly acknowledged to me that they executed the same.

SEAL FRANK W. KNIGHT
NOTARY PUBLIC
COMMISSION EXPIRES
JUNE 12, 1940
SALT LAKE CITY, STATE OF UTAH

Frank W. Knight
Notary Public, residing at
Salt Lake City, Utah