

Recorded DEC 30 1976 at 1201 P m.

Request of GARY A. WESTON  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah

\$ 3.50 By Cheryl Warrington Deputy  
Cheryl Warrington

REF. 431 & 3008. 84/11 SECOND

AMENDMENT TO PROTECTIVE COVENANTS

**2892841**

OF

SEVENTEENTH SOUTH FREEPORT CENTER

KNOW ALL MEN BY THESE PRESENTS:

That SEVENTEENTH SOUTH FREEPORT CENTER, a general partnership, is the owner of certain real property situate in Salt Lake County, State of Utah, and more particularly described as follows, to-wit:

BEGINNING at a point 140 feet West from the Northeast corner of Lot 12, Block 2, Five Acre Plat "B", Big Field Survey, and running thence West 619 feet; thence South 673 feet to the North line of a railroad right-of-way; thence East along said line 334.41 feet; thence Easterly along a 350.065 foot radius curve left 157.43 feet; thence North 473 feet; thence East 132 feet; thence North 165 feet to the point of BEGINNING.

That Protective Covenants on the hereinabove described property were recorded by Seventeenth South Freeport Center on May 14, 1973, as Entry No. 2539254 in Book 3324 at Pages 153-156 of the official records of the Salt Lake County Recorder, and the same were amended in part pursuant to that certain Amendment to Protective Covenants recorded July 20, 1973, as Entry No. 2555947 in Book 3377 at Page 228 of official records, and Seventeenth South Freeport Center does hereby further amend the said protective covenants in the following particulars:

1. That paragraph 3 of said protective covenants is amended to read as follows:

YARD SPACES. No building or structure shall be erected or located nearer than twenty feet to the line of 1700 South Street or to the line of any right-of-way located upon the above-described property, except that with regard to the following described parcel, any building or structure situate thereupon may be erected or located at a distance of not less than ten feet from the line of the right-of-way located adjacent to the West line of said parcel and which parcel is more particularly described as follows:

BEGINNING at a point which is North 89° 56' 10" West, 140.00 feet; South 0° 00' 15" East, 5.13 feet; South 89° 59' 30" West, 310.80 feet and South

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0° 00' 15" East, 159.479 feet from the Northeast corner of Lot 12, Block 2, FIVE ACRE PLAT "B", Big Field Survey; thence South 0° 00' 15" East, 346.655 feet; thence South 89° 33' 30" East, 178.805 feet; thence North 0° 00' 15" West, 347.834 feet; thence North 89° 56' 10" West, 178.800 feet to the point of BEGINNING.

Requirements for set back from side and rear property lines not facing on 1700 South Street or a right-of-way are neither intended nor provided.

2. That paragraph 9 of said protective covenants is hereby amended to add an additional paragraph thereunder, as follows:

The West 10 feet of the following described parcel for the entire distance of the West line thereof shall be perpetually landscaped conforming to the reasonable minimum standards as adopted by the Committee and shall be serviced by an automatic sprinkling system and maintained free and clear of weeds and debris with all shrubbery trimmed, and which parcel is described as follows:

BEGINNING at a point which is North 89° 56' 10" West, 140.00 feet; South 0° 00' 15" East, 5.13 feet; South 89° 59' 30" West, 310.80 feet and South 0° 00' 15" East, 159.479 feet from the Northeast corner of Lot 12, Block 2, FIVE ACRE PLAT "B", Big Field Survey; thence South 0° 00' 15" East, 346.655 feet; thence South 89° 33' 30" East, 178.805 feet; thence North 0° 00' 15" West, 347.834 feet; thence North 89° 56' 10" West, 178.800 feet to the point of BEGINNING.

DATED this 29th day of December, 1976.

SEVENTEENTH SOUTH FREEPORT CENTER, a partnership

BY: *A. Kyle Bettilyon*  
A. Kyle Bettilyon, Partner

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On the 29<sup>th</sup> day of December, 1976, personally appeared before me, A. KYLE BETTILYON, who being by me duly sworn did say, that he is a general partner of the SEVENTEENTH SOUTH FREEPORT CENTER, a general partnership, and said A. KYLE BETTILYON duly acknowledged to me that said instrument was signed by him in behalf of said partnership and that said partnership executed the same



*[Signature]*  
Notary Public

commission expires: July 16, 1978. Residing at: Murray, Utah.

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