

AMENDMENT TO THE PROTECTIVE COVENANTS  
OAK FOREST SUBDIVISION (Lots 2-37 )  
DATED: MARCH 9, 1976  
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INSTRUMENT NO.: 429486  
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AMENDMENT TO PROTECTIVE COVENANTS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 15th day of February 1976, by Ivory and Company, a Utah Corporation hereinafter referred to as "Developer";

I.

RECITALS

1.1 Developer is the record owner of the following described real property located in Davis County, State of Utah:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 20, 21, 25, 26, 27, 28, 30, 31, 32, 33, and 36 inclusive, of Oak Forest Subdivision, a subdivision of part of Section 11, Township 4 North, Range 1 West, Salt Lake Base and Meridian in the City of Layton according to the official plat thereof.

All of the foregoing is subject to all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities. All patent reservations and restrictions and all instruments of record which affect the above described lots or any portion thereof including without limitation any mortgage deed, all visible easements, right-of-ways of record.

1.2 On October 1, 1974, Ralph D. Brinton and Associates, a Utah Corporation who was at that time the record owner of the above described real estate adopted and recorded a Declaration of Covenants, Conditions and Restrictions as part of a plan for the preservation of the values and amenities of the residential development to be created on the above described real property, and for the benefit of the real property and the owners thereof.

1.3 The Declaration of Covenants, Conditions and Restrictions of Oak Forest Subdivision was filed with and recorded by the County Recorder of Davis County, State of Utah, on October 1, 1974 as filing #402996, Book 551, Page 462 Records of the Davis County, State of Utah.

1.4 Ivory and Company has acquired from the former developer, Ralph D. Brinton and Associates, all of the real property herein described which constitutes a majority of all the lots in Oak Forest Subdivision. The now developer, Ivory and Company deems it advisable to amend the Declaration of Covenants, Conditions and Restrictions of Oak Forest Subdivision as hereinafter provided.

II.

COVENANTS AND CONDITIONS

The Declaration of Protective Covenants, Conditions and Restrictions of Oak Forest Subdivision is hereby amended as follows under the authority of Paragraph 15 in the original recorded Declaration of Protective Covenants which reads:

Terms of Restrictions: These restrictions are to run with the land permanently except that they may be changed, canceled, or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.

2.1 Paragraph 3 is hereby amended by deleting the paragraph as it presently exists and by substituting in lieu of the following:

3. Dwelling quality and size: The ground upon area of the main structure exclusive of garage and any one story open porches shall not be less than 1400 square feet for a one-story dwelling. In a split level dwelling the combined area of the single level in each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall total not less than 1200 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches shall total not less than 2,000 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 2,000 square feet with the above ground level being not less than 1200 square feet, exclusive of garage and any one story open porches. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants and this amendment are recorded.

2.2 Paragraph 4 is hereby amended by deleting the paragraph as it presently exists and by substituting in lieu of the following:

Architectural Control Committee: The Architectural Control Committee shall consist of three members to be elected by the developer. Any communication to the committee shall be addressed to the Architectural Control Committee of Oak Forest Subdivision, 151 South Main Street, Salt Lake City, Utah 84111, unless the address is changed by written notice to the lot owners from the developer or the committee. Upon failure of the developer to fill any vacancies in the committee the remaining members of the committee may do so by a majority vote of their number. The developer may, at his sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to it its powers and duties, except that that the committee shall always have one member selected by the developer if the developer so desire. A majority of the committee may designate a representative to act for it. Neither the member of the committee nor its designated representative shall be entitled to any compensation for services performed under this declaration.

The Committee's approval or disapproval required in this Declaration of Covenants and Conditions shall be in writing. In the event that the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, or if now suitto enjoint in the constriction has been commenced before the completion, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

As of the date of the amendment, the Architectural Control Committee shall be composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah;

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Howard Kent, 3696 South 2300 East, Holladay, Utah; and Ellis R. Ivory, 1737 Millcreek Circle, Salt Lake City, Utah.

2.3 Except as herein specifically provided, all provisions of the Declaration of Protective Covenants of Oak Forest Subdivision shall remain unaffected and shall continue in full force and effect.