

Recorded FEB 19 1975 at 2492 m.
 Request of McBride Land Title
 KATIE L. DIXON, Recorder
 Salt Lake County, Utah
 \$ 2.00 By [Signature] Deputy
 REF. _____

2685840

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on the 29th day of May, 1974, there was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 2624931, in Book 3596, Page 274, a document entitled Declaration of Building and Use Restrictions for CHERRYWOOD VILLAGE #6, a subdivision, providing for the use and restrictions on use of the lots in said Cherrywood Village #6.

WHEREAS, it is deemed necessary and for the best interests of the subdivision and the occupants thereof that said protective covenants be amended to correct Paragraph 3, under Part B. and Paragraph 5, under Part B., as follows:

NOW THEREFORE, the undersigned, EMPIRE INVESTMENT CORP., the fee owner of CHERRYWOOD VILLAGE #6 as recorded in Book 74-5 at page 81, on May 15, 1974, of the records of the office of the County Recorder of Salt Lake County, Utah, hereby amends the Protective Covenants recorded in said Book 3596, Page 274, and hereinabove referred to as follows:

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

Except as herein amended, all of the Protective Covenants as set forth in said Book 3596, Page 274 are hereby confirmed and approved.

DATED this 6th day of February, 1975.

EMPIRE INVESTMENT CORP.

BY: [Signature]
 Vice-President

STATE OF UTAH)
) ss
 COUNTY OF SALT LAKE)

On the 6th day of February, 1975, personally appeared before me WALLACE V. JACOBSON, who being by me duly sworn did say that he is the Vice-President of EMPIRE INVESTMENT CORP., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and WALLACE V. JACOBSON duly acknowledged to me that said corporation executed the same.

[Signature]
 Notary Public

My Commission Expires: 6-7-75

Residing in Salt Lake County, Utah.

NO NOTARY SEAL