

3495114 AMENDMENT TO DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT:

That the undersigned is the owner of the following described real property situate in Salt Lake County, State of Utah, to-wit:

All of Lots One (1) through Seventeen (17) inclusive, WESTFOLD SUBDIVISION, according to the official plat thereof as recorded in the office of the County Recorder of said County.

That previously, Declaration of Building and Use Restrictions were executed November 14, 1978 and recorded as Entry No. 3283204, in Book 4866, Page 1238, which did declare that all and each of the above lots shall be subject to and shall be conveyed subject to reservations, restrictions and covenants as contained therein.

That Paragraph 3 of said Declaration of Building and Use Restrictions reads as follows:

"Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$49,500.00 exclusive of 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 area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet."

That Paragraph 4, Sub-Paragraph (a) of said Declaration of Building and Use Restrictions reads as follows:

"No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side street line."

That Paragraph 14 of said Declaration of Building and Use Restrictions reads as follows:

"Landscaping: Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee."

WHEREAS, the owner desires to amend and delete the above Paragraph's as follows:

NOW THEREFORE, Paragraph 3 of said Declaration of Building and Use Restrictions is hereby amended to read as follows:

"Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 exclusive of 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 area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet."

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GUARDIAN TITLE CO.
KATIE P. GIZON
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SALT LAKE COUNTY
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That Paragraph 4, Sub-Paragraph (a) of said Declaration of Building and Use Restrictions is hereby amended to read as follows:

"No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line."

That Paragraph 14 of said Declaration of Building and Use Restrictions is hereby deleted in its entirety.

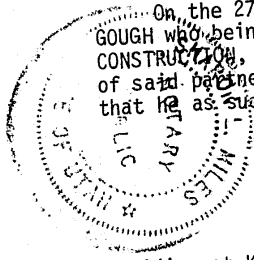
That all other reservations, restrictions and covenants as recorded in the original Declaration of Building and Use Restrictions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the owner has caused its hand and seal, to be hereunto affixed this 27th of October, 1980.

GOUGH CONSTRUCTION, a Utah Partnership
BY: [Signature]
Blaine G. Gough General Partner

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 27th day of October, 1980 personally appeared before me BLAINE G. GOUGH who, being duly sworn did say that he is a general partner of GOUGH CONSTRUCTION, a Utah Partnership and that said instrument was signed in behalf of said partnership by authority and said BLAINE G. GOUGH acknowledged to me that he as such general partner executed the same in the name of the partnership.



[Signature]
Notary Public

Residing at Kaysville, Utah
Commission Expires June 28, 1981