

When recorded mail to:
Goldsworth Real Estate, Inc.
9577 Candle Tree Lane
Sandy, Utah 84092

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9/10/2019 1:24:00 PM \$40.00
Book - 10827 Pg - 8394-8397
RASHELLE HOBBS
Recorder, Salt Lake County, UT
GT TITLE SERVICES SLC
BY: eCASH, DEPUTY - EF 4 P.

Tax Parcel No. 27-23-400-080

**FIRST AMENDMENT TO PROTECTIVE COVENANTS
FOR
WINDSOR MILL SUBDIVISION**

THIS FIRST AMENDMENT TO PROTECTIVE COVENANTS FOR WINDSOR MILL SUBDIVISION (the "Amendment") is made and executed this _____ day of August, 2019, by Goldsworth Real Estate, Inc., a Utah corporation ("Developer"). This First Amendment to the Declaration is made pursuant to Section 4.1 of the Protective Covenants for Windsor Mill Subdivision recorded June 22, 2016, as Entry No. 12305634, in Book No. 10444, Pages 6861-6875, in the official records of the Salt Lake County Recorder, State of Utah (the "Protective Covenants"). This First Amendment affects certain real property located in Salt Lake County, Utah more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Protective Covenants.

NOW THEREFORE, pursuant to the authority granted it under Section 4.1 of the Protective Covenants, Developer hereby amends the Protective Covenants as follows:

1. Amendments to Article 2, Section 3.

- a. The first sentence of Section 3.n. of Article 2 is hereby amended to read as follows:

"Fencing, walls and other barriers are limited to and shall be vinyl fencing of a color approved by the Architectural Control Committee."

- b. The last sentence of Section 3.o. of Article 2 is hereby amended to read as follows:

"In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered."

- c. Section 3.r. of Article 2 is hereby amended in its entirety to read as follows:

"r. Location of Air Conditioning Units. Air conditioning units are not permitted on roofs or through windows."

d. Section 3.s. of Article 2 is hereby amended in its entirety to read as follows:

“s. Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.”

e. Section 3.u. of Article 2 is hereby removed in its entirety.

2. Amendment to Article 2, Section 4.c. Section 4.c. of Article 2 is hereby amended in its entirety to read as follows:

“Weather permitting, front yard landscaping for each Lot shall be installed within 180 days of occupancy of the home constructed on such Lot. If such landscaping is not installed prior to the closing of the purchase of such home, a contribution into escrow in the amount of \$750.00 shall be made at such closing by or on behalf of the purchasing homeowner (the “Deposit”). The Deposit shall be held in escrow pending completion of the landscaping on the Lot. In the event the landscaping is not completed by the deadline set forth above, or in the event the streets, curb or gutter are damaged in connection with the installation of the required landscaping, the Deposit shall be forfeited to Developer, and Developer, in its sole and absolute discretion, may apply all or any portion of such Deposit to the costs of installing such landscaping, or for the repair, maintenance and replacement of those areas damaged during installation of the landscaping; provided that the Lot owner shall remain fully liable for all costs to install the required landscaping and/or repair any damages to streets, curb or gutter resulting from such landscaping in excess of the Deposit. Such payment into escrow shall be refundable upon satisfactory completion of the landscaping and construction as determined by the Developer.”


3. Remaining Terms Unchanged. Except as amended hereby, the Protective Covenants shall remain unchanged and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Declarant executes this Amendment on the day and year first above written.

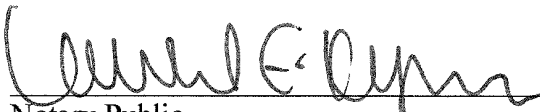
DECLARANT:

Goldsworth Real Estate, Inc.
A Utah corporation

By: 
Harold Toombs, President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 19th day of August, 2019, by Harold Toombs, President of Goldsworth Real Estate, Inc.


Notary Public

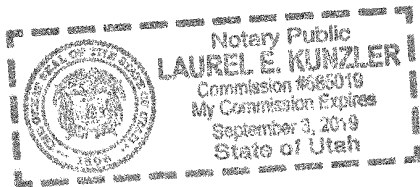


EXHIBIT "A"
(Legal Description)

Tax Parcel No. 27-23-400-080

Beginning at the Northwest Corner of Riverview Ranch Subdivision, said point also being South 89° 26' 50" West 950.96 feet and South 00° 05' 05" East 492.64 feet from the East quarter corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 04° 42' 13" West 508.56 feet along the Westerly Boundary Line of said Riverview Ranch Subdivision; thence North 84° 30' 00" West 657.56 feet; thence North 05° 28' 17" West 49.52 feet; thence North 15° 20' 35" East 48.00 feet; thence North 00° 28' 19" West 95.91 feet; thence North 14° 02' 43" East 135.61 feet; thence North 06° 08' 53" East 104.17 feet; thence North 02° 45' 15" East 15.32 feet; thence South 84° 32' 21" East 166.95 feet; thence North 04° 42' 13" East 30.00 feet; thence South 84° 32' 21" East 161.50 feet; thence Northeasterly 82.99 feet along the arc of a 179.93 foot radius curve to the left (center bears North 05° 27' 39" East and chord bears North 82° 14' 51" East 82.26 feet with a central angle of 26° 25' 36"); thence North 69° 02' 03" East 149.29 feet; thence Northeasterly 27.18 feet along the arc of a 70.00 foot radius curve to the left (center bears North 20° 57' 57" West and the chord bears North 57° 54' 36" East 27.01 feet with a central angle of 22° 14' 54"); thence South 43° 12' 51" East 103.74 feet to the point of beginning.

Approximate Address: 850 West 11475 South, Draper, Utah 84020