

589047

PART OF PROTECTIVE COVENANTS

WHEREAS, it is the desire of the undersigned, constituting parties, holding fee title to or equitable interest in all of SKY WEST *estates* SUBDIVISION #1, West Point, Davis County, Utah, to extinguish part of and amend Protective Covenants pertaining to said subdivision. Said Protective Covenants being dated April 6, 1978 and recorded November 6, 1979 in Book 800 Page 363, Records of Davis County, Utah.

NOW THEREFORE, for the mutual benefit and protection of the undersigned and future owners of the lands described above, their heirs, administrator, executors, successors and assignees, Paragraphs 1, 3 & 8, of the Protective Covenants dated April 6, 1978 as specifically described above herein is hereby amended to read as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and all new materials.

3. No dwelling shall be permitted on any lot at a cost of less than \$46,000.00 including cost 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 ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1050 square feet.

8. The Architectural Control Committee is composed of Mark J. Hansen, 4891 S. 5100 W. Hooper, Utah and Elbert Curtis, 1534 36th St., Ogden, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

All remaining provisions of said Protective Covenants dated April 6, 1978, shall remain in full force and effect.

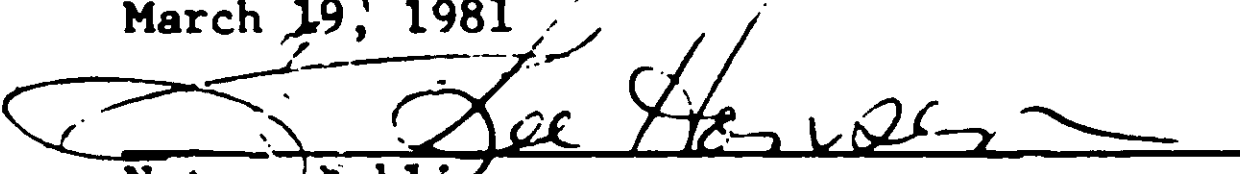
FIRST SECURITY BANK, a Utah Corporation

Platted Abstracted
Cn Margin Indexed
Compared Entered

By: 

STATE OF UTAH)
COUNTY OF WEBER)^{ss}

Personally appeared before me Craig Day and Elbert Curtis the signers of the within instrument, on behalf of said corporation, who duly acknowledged to me that they executed the same, on March 19, 1981


Notary Public

Commission expires November 16, 1981

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