

**AMENDMENT #1 TO  
DECLARATION OF BUILDING AND USE  
RESTRICTIONS FOR ALAN POINT SUBDIVISION AT  
11900 SOUTH 700 WEST, DRAPER, UTAH**

7446317

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**THAT WHEREAS**, the undersigned, being the majority owners of lots and property of the Alan Point Subdivision according to the plat thereof as recorded in the office of the County Recorder of Salt Lake County, do hereby amend the following use restrictions:

**Paragraph 6**, which reads in part as follows, “. . . Lots 20 & 21 will be allowed to access Alan Point Drive, because the soft trail will not be across the front of their properties but on the south side of Alan Point Drive and that point.” This sentence is deleted. The soft trail does run across the east and south side of lot 21, and the south and southwest side of lot 20. These lots are restricted to driveway access, maintenance, and other restrictions as already stated in the Declaration of Building and Use Restrictions.

**Paragraph 6**, which reads in part as follows, “. . . Lot 22 will be allowed to build a standard double wide driveway not to exceed 18’ across to access their property across the soft trail with a normal concrete driveway and approach to access 700 West”. Due to safety considerations on 700 West, this restriction is amended for lot 22 only, to read as follows, “Lot 22 will be allowed to build a standard circular driveway that will give them ingress and egress to 700 West. Each ingress or egress will not exceed 18’ in width. One portion will be on the northerly end of the lot, and one portion will be on the southerly portion of the lot”.

**Paragraph 7**, which reads in part as follows, “. . . There will be a 2 rail, 3’ high white vinyl fence along the eastern edge of the soft trail, (lots 10, 9, 8, 3, 2 & 20) that runs along Alan Point Drive placed by the Developers.” This sentence is amended to read, “. . . (lots 10, 9, 8, 3, 2, 20, 21, & 22, and in front of the two existing homes on 700 West that are on both sides of lot 22) that runs along Alan Point Drive and 700 West . . .”.

**Paragraph 17**, a new paragraph which reads as follows, “Whereas the Developer is selling lots to individual homeowners and/or builders, the new owner of any lot in the subdivision takes full responsibility from time of closing for any and all damage done to; curb and gutter, sidewalks, soft trail, asphalt, and all utilities that front their lot. At closing, a \$500 retainer from buyer will be held in escrow by the title company to cover damages related to lot in the first 18 months. These monies will be used by developer to repair damages as stated above. If cost of repair exceeds \$500, the lot owner will reimburse developer immediately upon presentation of invoice. Any monies not used during the 18 months will be promptly refunded to the lot owner by the title company at the end of the 18 month period”.

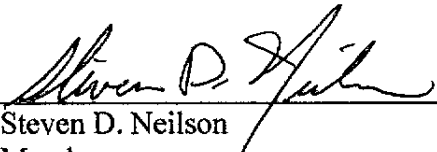
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All other language remains the same and in force as of the date of this amendment.

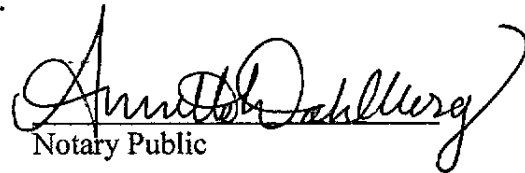
J & S LAND COMPANY, L.L.C.

  
Jeffrey D. Christiansen  
Manager

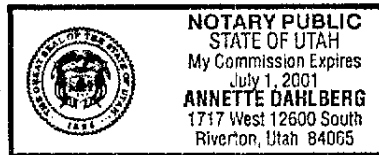
  
Steven D. Neilson  
Member

STATE OF UTAH            )  
  ) SS.  
COUNTY OF SALT LAKE )

On the 18<sup>th</sup> day of Aug, 1998, personally appeared before me Jeffrey D. Christiansen, Manager and Steven D. Neilson, member, who being duly sworn did say that they are manager/members of J & S LAND COMPANY, L.L.C., and that said instrument was signed in behalf of said limited liability company by authority, and said Jeffrey D. Christiansen and Steven D. Neilson acknowledged to me that they, as such manager/members, executed the same in the name of the limited liability company.

  
Notary Public

Commission Expires: July 1, 2001  
Residing at: 1717 W. 12600 S.  
Riverton, UT 84065



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08/18/1999 04:37 PM 33.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
BY: RDJ, DEPUTY - WI 2 P.

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