

3579668

AMENDMENT TO
BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the majority of lots as follows in Salt Lake County, State of Utah:

Lots 301 to 375 inclusive, Country Creek Estates #3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

That the owner and developer, Arnold Development Company executed Building and Use Restrictions, which document was duly recorded in the office of the County Recorder in and for Salt Lake County, Utah, on April 14, 1980 in Book 5088 at Page 276, as Entry No. 3423024, did declare that all and each of said lots shall be conveyed subject to the reservations, restrictions and covenants contained therein.

That Part B, Paragraph 4, sub-paragraph (b) of Residential Area Covenants reads as follows:

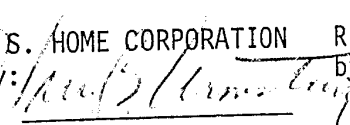
4. (b) No dwelling shall be located nearer than 5 feet to any interior lot line except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the front building setback line. No dwelling shall be located on any interior lot line nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. All buildings shall conform to county back yard requirements of the zoning ordinance in effect at the time these covenants are recorded.

WHEREAS, the owners desire to amend Paragraph 4, sub-paragraph (b) as follows:

4. (b) No dwelling shall be located nearer than 5 feet to any interior lot except Lot 321, which shall be permitted to have a dwelling located 1 foot to any interior lot line except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the front building setback line. No dwelling shall be located on any interior lot line nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. All buildings shall conform to county back yard requirements of the zoning ordinance in effect at the time these covenants are recorded.

NOW THEREFORE, the owners hereby amend Paragraph 4, sub-paragraph (b) as stated above. All other reservations, restrictions and covenants as recorded in the original Building and Use Restrictions, except those previously Amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the owners have caused their hands and seals to be hereunto affixed, this 22nd day of June, 1981.

U.S. HOME CORPORATION
by: 

RINDLESBACH CONSTRUCTION, INC.
by: 

ARNOLD DEVELOPMENT COMPANY
by: 

owner of Lots 315-319

SEE REVERSE FOR ACKNOWLEDGEMENT

JUN 23 1981

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State of Colorado) s.s.
County of Windsor)

On the 22nd day of June, 1981, personally appeared before me Vivian A. Armstrong and Vivian A. Armstrong, who being duly sworn did say each for himself, that he, the said Vivian A. Armstrong is the president, and he the said Vivian A. Armstrong is the secretary of U.S. HOME CORPORATION, a Delaware Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of it's board of directors and said Vivian A. Armstrong and Vivian A. Armstrong each duly acknowledged to me that said corporation executed the same.

Vivian A. Armstrong
Notary Public
My Commission expires:
Residing in:
My Commission expires November 28, 1984
State of Colorado

State of Utah) s.s.
County of Salt Lake)

On the 26th day of June, 1981, personally appeared before me Ken W. Rindlesbach and Ken W. Rindlesbach, who being duly sworn did say each for himself, that he, the said Ken W. Rindlesbach is the president, and ~~he the said~~ Ken W. Rindlesbach is the ~~secretary~~ of RINDLESBACH CONSTRUCTION, INC., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of it's board of directors and said Ken W. Rindlesbach and Ken W. Rindlesbach each duly acknowledged to me that said corporation executed the same.

Martha J. Spaul
Notary Public
My Commission expires:
Residing in:
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State of Utah) s.s.
County of Salt Lake)

On the 26th day of June, 1981, personally appeared before me Randy H. Bowler and Randy H. Bowler, who being duly sworn did say each for himself, that he, the said Randy H. Bowler is the president, and ~~he the said~~ Randy H. Bowler is the secretary of ARNOLD DEVELOPMENT COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of it's board of directors and said Randy H. Bowler and Randy H. Bowler each duly acknowledged to me that said corporation executed the same.

Martha J. Spaul
Notary Public
My Commission expires:
Residing in:
STATE OF UTAH

10700
KARLE L. BRADEN
REGISTRAR
SALT LAKE COUNTY
UTAH
JUN 29 10 29 AM '81
SANDY L. BRADEN