

Protective Covenants
Amendment Number 1

ENGLAND CONSTRUCTION INC., owner of the following described property located in Tooele City, Tooele County, State of Utah, to-wit:

Lots 1-16 inclusive, STONEHAVEN, Phase I, a subdivision of part of the Southeast Quarter of Section 22, T.2S., R.4W., SLB&M, Tooele City Survey according to the plat thereof recorded in the office of the County Recorder of Tooele County, entry number E-66088, Book 377, Page 242.

In consideration of the premises and as part of the general plan for improvements of said property do hereby declare the property herein above described subject to the restrictions and covenants, *as an amendment to Part B. Residential Area Covenants of the original Protective Covenants, as filed on 6/23/94, at the office of the County Recorder of Tooele County, entry number E-66089, Book 377, Page 243, of which remains fully intact as originally recorded, and becoming a part of the original recorded Protective Covenants, but with the following additions.*

The residential area covenants, in their entirety shall apply to STONEHAVEN subdivision, according to the official plat thereof on file and of record in the office of the Tooele County Recorder.

Protective Covenants, Part B. Residential Area Covenants, sub-parts B-1 and B-3, shall be amended to read as follows:

(All changes to the original Protective Covenants have been noted by italics or strike-through).

B-1 LAND USE AND BUILDING TYPE. All building is to begin within one year of the purchase date of the lot. 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 and one half stories in height, and an attached private garage ~~and/or~~ *carport* for not more than three cars, *conforming with the additional setback requirements.* (An attached, ~~single two (2) car garage or carport~~ *is required, at a minimum. No detached garages and/or carports will be permitted.*)

B-3 DWELLING, QUALITY AND SIZE. No dwelling shall be permitted on any lot with a square footage less than that as set forth within this paragraph. It being the intention and purpose of the covenants to assure that all dwellings shall be of 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 for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches, stairways, *basements*, and garages, shall not be less than 1,200 square feet on the main living area for a one-story dwelling, including one level for split-level dwellings; nor less than 1,400 total square feet of living area (exclusive of, stairways, basements, porches, and garages) for a dwelling of more than one story (two-story or multi-level homes). *The minimum roof pitch for the dwelling shall be no less than a 4:12 pitch roof. All dwelling foundations shall be plastered, in their entirety, for which areas are visible and above grade. All dwellings are to also include the following: At least 50% of the front, exterior of the dwelling shall be covered by brick, with the remainder of the dwelling covered by either brick, stucco, or aluminum/vinyl siding.*

DATED THIS 7th DAY OF October 1994. 383
England Construction, Inc.

RECORDED AT REQUEST OF
England Construction

94 OCT -7 PM 2:41

Signed: by [Signature]
Title: President
PAGE 639-640
EN of England CONSTRUCTION, Inc. AB. Sub 4

DONNA S. MCKENDRICK
TOOELE COUNTY RECORDER

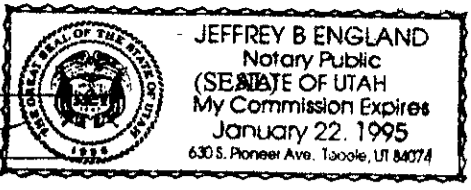
DEPUTY [Signature] FEE 27.00

Sworn and subscribed to before me at Tooele, UT in the state and county aforementioned by ENGLAND CONSTRUCTION, INC., by Gary England, President of said Company, who is personally known to me, the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes set out therein.

WITNESS my hand and official seal in the state and county last aforesaid this 7th day of October, 1994.

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Jeffrey B England
Notary Public
My Commission Expires: 1/22/95



Agreement, in full, as stated above, of the property owner:

Property Owner Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

Witness: _____ Date: _____

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