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12/5/2019 11:03:00 AM \$40.00  
Book - 10868 Pg - 6331-6334  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
GT TITLE SERVICES SLC  
BY: eCASH, DEPUTY - EF 4 P.

When recorded mail to:  
Goldsworth Real Estate, Inc.  
PO Box 900970  
Sandy, Utah 84090-0970

Tax Parcel No. 27-23-400-080

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

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR WINDSOR MILL SUBDIVISION (the "Amendment") is made and executed this 4th day of December, 2019, by Goldsworth Real Estate, Inc., a Utah corporation ("Developer"). This Second 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 (as previously amended, the "Protective Covenants"). This Second 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. Amendment to Article 1, Section 1. Section 1 of Article 1 is hereby amended in its entirety to read as follows:

**"Land Use and Building Type. All Lots shall be used only for detached single family residential purposes; provided that such limitation shall not preclude a detached single family home from including an accessory dwelling unit that complies with the requirements of Article 2. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business, or commercial use may be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section are not construed in such a manner as to prohibit and owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; (c) handling personal, business or professional telephone calls or correspondence therefrom; or (d) renting a single-family home (including any accessory dwelling unit) for single-family residential purposes, in each case subject to compliance with all other provisions of these**

**Protective Covenants and all applicable laws, zoning ordinances, and regulations.**

2. Amendments to Article 2, Section 3.

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

**“b. Permitted and Required Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the subdivision is a detached single family home (which may include a maximum of one (1) accessory dwelling unit, subject to Architectural Control Committee approval in accordance with Article 2), placed within the building envelope for a Lot, and not exceeding the height requirements found in this section. Each home must include a minimum two car, private, enclosed and attached garage. All construction must be of new materials. The construction and use of all structures (including any accessory dwelling units) must comply with all applicable laws, including without limitation, the zoning and building ordinances of Draper City, Utah, in effect from time to time. For purposes of these Protective Covenants, an “accessory dwelling unit” means an independent residential living unit that is secondary to a single family home located on the same Lot. An accessory dwelling unit must be located within the primary single family home. If an accessory dwelling unit is permitted, either the accessory dwelling unit or the principal dwelling unit within the home must be occupied by the owner or an immediate family member of the owner. An accessory dwelling unit may only be used for single family residential purposes.”**

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

**“j. Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement (excluding an approved accessory dwelling unit), outhouse, tent, shack, garage, or other outbuilding may be used at any time as a home either temporarily or permanently, nor may any such structures be erected or placed on the Property at any time. No old or second-hand structures are allowed to be moved onto any of the Lots. All homes and other buildings erected within the subdivision must be new construction, of good quality, workmanship, and materials.**

3. Remaining Terms Unchanged. Except as amended hereby, the Protective Covenants 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: *K Toombs*  
Name: Karen Toombs  
Title: *Vice President*

STATE OF UTAH )  
COUNTY OF *SALT LAKE* ) ss.

The foregoing instrument was acknowledged before me this *5th* day of December, 2019, by Karen Toombs, *Vice President* of Goldsworth Real Estate, Inc.

*Laurel E. Kunzler*  
Notary Public

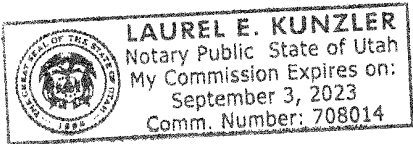


EXHIBIT "A"  
(Legal Description)

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