

9
WHEN RECORDED RETURN TO:

[NorthStar Builders]
1059 East 900 South #201
Salt Lake City, UT 84105

13499286
12/15/2020 02:52 PM \$40.00
Book - 11080 Pg - 8825-8833
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
NORTHSTAR BUILDERS
1059 E. 900 S. #201
SALT LAKE CITY UT 84105
BY: ADA, DEPUTY - WI 9 P.

Tax Parcel Nos.:

16-28-429-033-0000; 16-28-429-027-0000;
16-28-429-026-0000; 16-28-429-025-0000;
16-28-430-010-0000; 16-28-430-011-0000;
16-28-430-012-0000; 16-28-430-016-0000;
16-28-430-017-0000

FIRST AMENDMENT TO PROTECTIVE COVENANTS

THIS FIRST AMENDMENT TO PROTECTIVE COVENANTS (“*Amendment*”) is entered into as of the ___ day of December, 2020, by the undersigned owners, constituting at least a majority of owners of all of the Lots within the Wasatch Gardens subdivision (“*Owners*”).

RECITALS

A. Wasatch Gardens (the “*Subdivision*”) comprises the real property located in Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Protective Covenants (the “*Covenants*”) were recorded on November 20, 1940, as Entry No. 893119, at Book 253, at Pages 133-134, in the office of the Salt Lake County Recorder. The purpose of this Amendment is to update certain provisions contained in the Covenants as set forth herein.

C. This Amendment has been adopted pursuant to authority granted pursuant to Section 10 of the Covenants, by the undersigned Owners, constituting at least a majority of the Owners of all of the Lots within the Subdivision.

NOW THEREFORE, for good and valuable consideration, the undersigned Owners hereby amend the Covenants as follows:

AMENDMENT

1. Section 1 of the Covenants is hereby restated and replaced with the following:

All lots in the Subdivision shall be used for residential purposes. All buildings and other structures shall be constructed and used consistent with Millcreek City zoning requirements, as such requirements may be modified by planned unit development zoning approvals (“PUD approvals”).

2. Section 2 of the Covenants is hereby deleted in its entirety.
3. Section 3 of the Covenants is modified such that all front, side and rear setbacks for all residential structures and out buildings shall be consistent with existing Millcreek City zoning requirements, as such requirements may be modified by any PUD approvals.
4. Section 4 of the Covenants is modified such that no residential structure shall be erected or placed on any Lot which has an area of less than 2,000 square feet, consistent with Millcreek City zoning requirements (as such requirements may be modified by PUD approvals).
5. Section 5 of the Covenants remains unaltered.
6. Section 6 of the Covenants is deleted in its entirety.
7. Section 7 of the Covenants remains unaltered.
8. Section 8 of the Covenants remains unaltered.
9. Section 9 of the Covenants is clarified to provide that such utility easement is a non-exclusive easement, and that parking is permitted thereon.
10. Section 10 of the Covenants remains unaltered.
11. Section 11 of the Covenants remains unaltered.
12. Section 12 of the Covenants remains unaltered.
13. Except as specifically modified by this Amendment, the terms of the Covenants shall remain in force and effect.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned Owners, constituting a majority in interest of the Owners of Lots within the Subdivision and acting consistent with Section 10 of the Covenants, execute this Amendment as of the date first above written.

[Signatures on Following Pages.]

LOT 2:

Jamie L. Hudson, Trustee of the Jamie L.
Hudson Living Trust

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day of Dec., 2020, by Jamie L. Hudson, Trustee of the Jamie L. Hudson Living Trust, on behalf of said trust.



~~Notary Public~~

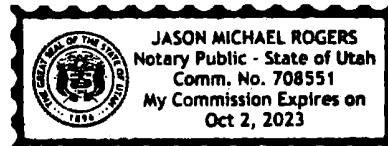
LOT 5:

Taylor M. Sibbett

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of December, 2020, by Taylor M. Sibbitt, an individual.

Notary Public



LOT 7:


Garth J. Wakefield

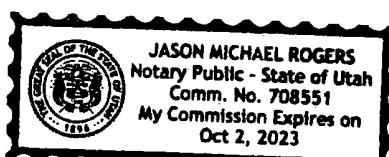
Kay L. Wakefield
Kay L. Wakefield

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of Dec, 2020, by Garth J. Wakefield, an individual.

STATE OF UTAH)
COUNTY OF SALT LAKE)
ss:)

The foregoing instrument was acknowledged before me this 2 day of Dec, 2020, by Kay L. Wakefield, an individual.



Notary Public

Notary Public

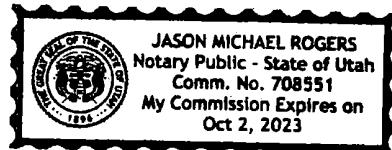
LOT 8:

Marsha K. Smith
Marsha K. Smith, Trustee of the Marsha
K. Smith Trust

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of Dec, 2020, by Marsha K. Smith, Trustee of the Marsha K. Smith Trust, on behalf of said trust.

Notary Public



LOT 9:

Marsha K. Smith

STATE OF UTAH)
COUNTY OF SALT LAKE)
)ss:

The foregoing instrument was acknowledged before me this 2 day of Dec,
2020, by Marsha K. Smith, an trustee.

Notary Public

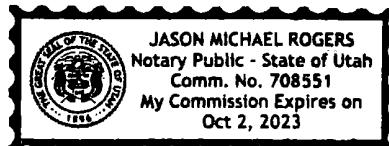


EXHIBIT A

(Legal Description of the Property)

LOTS 1 THROUGH 9, INCLUSIVE, OF WASATCH GARDENS, AS SET FORTH ON THE RECORDS OF THE SALT LAKE COUNTY RECORDER.