

When recorded please mail to:

Residential Properties, Inc.  
5286 South 320 West #A-126  
Murray, Utah 84107  
Attn: Nicole L. Curry

1851

AMENDMENT TO DECLARATION OF BUILDING AND USE RESTRICTIONS

A. PREAMBLE

This Amendment to Declaration of Building and Use Restrictions is made and executed this 5th day of January, 1981, by RESIDENTIAL PROPERTIES, INC., a Utah corporation, and Harvey P. & Sharon K. Hatch, Raymond K. Kelsch, Ira Zane & Jane A. Gray, George H. Miller and Eloise P. Miller, who collectively represent all parties having any ownership of fee simple or equitable interests in the record title to the following described real property lying in Utah County, State of Utah:

All of Lots in Alpine Village Subdivision, Plat "B" according to the Official Plat thereof recorded in the Office of the County Recorder of Utah County, Utah.

B. RECITALS

1. The undersigned do hereby declare and represent that in order to maintain the present nature of the above described residential subdivision and assure that future development of the property is accomplished in a manner beneficial to all property owners, the following conditions, restrictions and covenants are hereby established.

2. The following covenants shall supplement and replace all other terms and conditions, of the Declaration of Building and Use Restrictions dated April 11, 1979, and recorded April 26, 1979, as Entry No. 15575 in Book 1738 at Page 458, and the Addendum to Declaration of Building and Use Restrictions dated July 26, 1979 and recorded August 17, 1979 as Entry No. 32433 in Book 1770 at Page 249, each in the office of the Utah County Recorder, insofar as they are inconsistent or prohibit

WESTERN STATES TITLE CO.

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UTAH COUNTY RECORDER  
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the uses herein provided for. Provided, however, the uses permitted by the Covenants set forth herein shall be conducted in compliance with all other covenants previously established for the general beneficial use and preservation of the subject land as a residential area.

3. The Covenants hereby established shall run with the land described herein for the term established by the Declaration and Addendum described above, and all future conveyances, and encumbrances of all or any portion of the land described herein shall be made subject to the terms hereof.

C. SUPPLEMENTAL COVENANTS

1. Lots 31 thru 36, inclusive, may be used by present and future owners for the construction and maintenance of a church building, together with any appurtenant facilities including, but not limited to, landscaping and parking areas.

2. Each lot owner (excluding lots 1 thru 15) shall be allowed to keep on his lot one horse provided the premises are maintained in a clean and habitable condition, and no excessive odor, noise, or unsightliness attributable to the horse is created. Any horse acquired by owner shall be kept at all times in an enclosure constructed by the lot owner in accordance with all city and county ordinances after prior approval of the architectural committee.

3. Except as herein provided, all restrictions, covenants and conditions set forth in the Declaration and Addendum described above shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, we have set our hand this 12 day of January 1951.

RESIDENTIAL PROPERTIES, INC.

BY Marcell Tumbow  
Its: \_\_\_\_\_

Lot 3

Ira Zane Gray  
Ira Zane Gray

Jane A. Gray  
Jane A. Gray

Lots 5 & 6

George H. Miller

Eloise P. Miller

Lot 4

Harvey R. Hatch

Sharon K. Hatch

Lot 39

Raymond Kelsch

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

On the 5th day of January, 1981, personally appeared before me Merrill Turnbow, who being by me duly sworn, says the he is the Ex-Vice-President of RESIDENTIAL PROPERTIES, INC., the corporation that executed the above and foregoing instrument and that the said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Merrill Turnbow acknowledged to me that said corporation executed the same.

My Commission Expires:

7/31/82

Nicole L. Cury  
Notary public - residing at

Salt Lake City, Utah

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 5th day of January, 1981, personally appeared before me Harvey R. & Sharon K. Hatch and Raymond K. Kelsch, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

7/31/82

Nicole L. Cury  
Notary public - residing at

Salt Lake City, Utah

STATE OF California )  
 ) ss.  
COUNTY OF Orange )

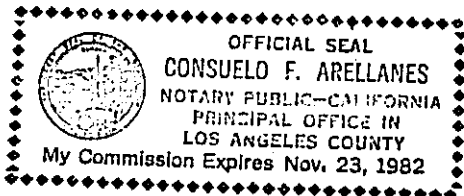
On the 12 day of January, 1981, personally appeared before me Va Fane Gray & Jane A. Gray the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

November 23, 1982

Consuelo F. Arellanes  
Notary public - residing at

Fullerton, Calif



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

On the 5 day of January, 1981, personally appeared  
before me George H. Miller & Eloise P. Miller  
the signers of the above instrument, who duly acknowledged to  
me that they executed the same.



My Commission Expires:

May 23, 1981

Carolyn Carlisle  
Notary public - residing at  
Salt Lake City, Utah