

Recorded or recorded in
Book 183, page 183
4.20
EMHY T. ELDREDGE
Recorder Davis County
Page 1304

200881

AMENDMENT TO PROTECTIVE COVENANTS

Stone Creek

WHEREAS, we, C. HERMAN HUGHES and HERM HUGHES & SONS, INC., a Utah Corporation, HYRUM C. BROUGH and ERMA E. BROUGH, His Wife, ALMA R. ELLIOTT and ISABELL E. ELLIOTT, His Wife, and SAMUEL C. W. LAW and RUTH ANN ASHBY LAW, His Wife, are the owners of the following described tract of land situated in Davis County, State of Utah:

All of STONE CREEK SUBDIVISION, a Subdivision of part of Block 10, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, County of Davis, State of Utah, and

WHEREAS, certain Protective Covenants were adopted under date of January 21, 1960, covering said Subdivision and we are desirous of modifying the same with respect to construction of fences and two-family dwellings,

NOW THEREFORE, we do declare that said Protective Covenants, dated January 21, 1960, and recorded January 21, 1960, in Book 180 of Official Records, at page 65, records of Davis County, Utah, be and they are hereby amended and modified as follows:

1. Paragraph No. 1 thereof is hereby amended to read as follows:

"No lot shall be used except for residential and/or agricultural 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 one and one-half stories in height and a private garage for not more than two cars; provided, however, that either a detached single or a double family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars may be erected, altered, placed or permitted on Lots 6, 7, 8, 9, 10 and 11 of said Subdivision."

2. The following additional paragraph numbered 4a is hereby added to said Protective Covenants and made a part thereof, to read as follows:

"No wall, fence or hedge shall extend beyond the dwelling set-back to any street, except that a chain link fence may be constructed nearer to said street on Lots 6, 7, and 8 when considered necessary by the owner to protect produce growing thereon."

That except as amended and modified herein, the Protective Covenants heretofore adopted under date of January 21, 1960, shall remain in full force and effect as therein set forth.

C. Herman Hughes
HERM HUGHES & SONS, INC.

By C. Herman Hughes Pres.
Samuel C. Law
Ruth Ann Ashby Law
Hyrum C. Brough
Erma Brough
Alma R. Elliott
Isabell E. Elliott

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS. :

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On the 29th day of February, 1960, personally appeared before me C. H. HUGHES, who being by me duly sworn did say that he is the President of HERM HUGHES & SONS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said C. H. HUGHES duly acknowledged to me that said corporation executed the same.

Keith Stahle

Notary Public ..

Res: Bountiful, Utah
Com. Exp: May 15, 1963

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS. :

On the 29th day of February, 1960, personally appeared before me C. HERMAN HUGHES, a single man, HYRUM C. BROUGH and ERMA BROUGH, His Wife, ALMA R. ELLIOTT and ISABELL E. ELLIOTT, His wife, and SAMUEL C. W. LAW and RUTH ANN ASHBY LAW, His Wife, signers of the within instrument, who duly acknowledged to me that they executed the same.

Keith Stahle

Notary Public ..

Res: Bountiful, Utah
Com. Exp: May 15, 1963