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AUG 18 19/14 9:30 m. Request of McCHIE LAND TITLE COMPANY ID HAZEL TAGRARY CHASE RECORDER, SALT LAKE COUNTY, UTAH PAID HAZEL TAGGE Deputy

## AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on the 23rd day of July, 1970 there was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 2342571, in Book 2880, Page 348, as document entitled Declaration of Protective Covenants and Restrictions for Sundown No. 3 Subdivision; providing for the use and restrictions on use of the lots in said Sundown No. 3 Subdivision.

WHEREAS, it is deemed necessary and for the best interest of the subdivision and the occupants thereof that said protective covenants be amended to correct paragraphs 3 and 4, of Part A, Residential Area Covenants.

NOW, therefore, the undersigned, McGhie Land Title Company, being the fee owner and all persons interested in said Sundown No. 3 Subdivision, as recorded in Book HH of Plats, Page 93, as Entry No. 2341962 of the records of the office of the County Recorder of Salt Lake County, Utah do hereby amend the Protective Covenants recorded in said Book 2880, Page 348, and hereinabove referred to as follows:

- 3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a 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 stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.
- 4. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. (b) No building shall be located nearer than 8 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. (c) For the purposes of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

Except as herein amended, all of the Protective Covenants as set forth in said Book 2880, Page 348, are hereby confirmed and approved.

Dated this 17th day of August, 1970.

McGHIE LAND TITLE COMPANY,

By: The miles

STATE OF UTAH County of Salt Lake )

On the 18th day of August, 1970, A.D., personally appeared before me, W. C. McDERMAID, who being by me duly sworn did say, that he, the said W. C. McDERMAID, is the vice-president of McGHIE LAND TITLE COMPANY, 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 W. C. McDERMAID duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

7/15/74 My commission expires

My Residence is