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BOOK 2905 PAGE 264

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AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on the 14th day of September, 1970 there was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 2349983, in Book 2897, Page 586, a document entitled Declaration of Protective Covenants and Restrictions for Western Hills No. 1, providing for the use and restrictions on use of the lots in said WESTERN HILLS NO. 1.

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

NOW therefore, the undersigned, McGHIE LAND TITLE COMPANY, the fee owner of WESTERN HILLS NO. 1, as recorded in Book HH of Plats, Page 100, as Entry No. 2344909, 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 2897, Page 586, and hereinabove referred to as follows:

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 30 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 15 feet to the rear lot line. (c) For the purposes of this convenant, eaves, 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 2897, Page 586, are hereby confirmed and approved.

DATED this 2H day of October, 1970.

McGHIE LAND TITLE COMPAN

BY: Pregident

STATE OF UTAH

) ss

COUNTY OF SALT LAKE)

On the 7 day of October, 1970, personally appeared before me P.J. Sullivan, who being by me duly sworn did say, that he is the 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 P.J. Sullivan duly acknowledged to be that said corporation executed the same and that the seal affixed is the seal of said corporation.

Wann W. Curling Notary Public

My Commission Expires:

Expires: Residing in Salt Lake City, Utah.

Mary Charles

Grantor Granton Mator