

AMERICAN EQUITY CORP.  
P. O. BOX 11584  
SALT LAKE CITY, UTAH 84111

2391309

INDEX NUMBER  
139861  
AMENDMENT TO PROTECTIVE COVENANTS

JUN 14 1971

Recorded 4:29 PM  
Request of SECURITY TITLE COMPANY  
Fee Paid, JEROMEAN MARTIN  
Recorder, Salt Lake County, Utah  
13.00 By [Signature] Deputy

AGREEMENT AMENDING THE PROTECTIVE COVENANTS AFFECTING LOTS IN ENCHANTED VILLAGE, a subdivision in the County of Salt Lake, State of Utah, according to the plat thereof, recorded in the office of the County Recorder of said County.

The undersigned, being the owners of all of the lots in said Enchanted Village, hereby amend the protective covenants recorded June 7, 1971, entry number 2389968 of official records of Salt Lake County, Utah, as follows:

Paragraph 4 is hereby amended to read as follows:

PARAGRAPH 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 twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line.
- (b) No building shall be located nearer than eight (8) feet to any interior lot line, except that a one (1) foot minimum side yard shall be permitted for a garage or other permitted accessory building located six (6) feet or more to the rear of the main dwelling. No main building shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. Private garages and other accessory buildings, located in the rear of the main building, provided that such private garage or other accessory building is not located closer than ten (10) feet to a dwelling on an adjacent lot, shall be permitted to have a one (1) foot rear yard, provided that on all corner lots which rear upon the side yard of another lot, accessory buildings shall not be closer than ten (10) feet to such side yard.
- (c) For the purpose of this covenant, 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.

Dated and executed in Salt Lake City, Utah, this 11th day of June, 1971.

AMERICAN EQUITY CORPORATION

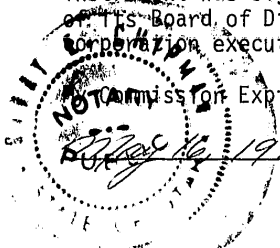
BY: [Signature]  
GLEN SAXTON, PRESIDENT

MAJOR ENTERPRISES, INC.

BY: [Signature]  
VERL R. O'BRIEN, PRESIDENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 11th day of June, 1971 personally appeared before me GLEN SAXTON who, being by me duly sworn, did say that he the said GLEN SAXTON is the PRESIDENT of AMERICAN EQUITY CORPORATION, a corporation of the State of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said GLEN SAXTON acknowledged to me that said corporation executed the same.

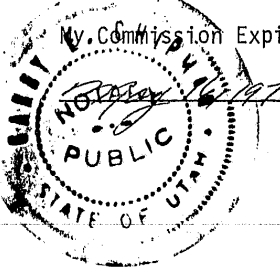


My Commission Expires

*Jerry E. Chapman*  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 11th day of June, 1971, personally appeared before me VERL R. O'BRIEN who, being by me duly sworn, did say that he, the said VERL R. O'BRIEN is the PRESIDENT of MAJOR ENTERPRISES, INC., a corporation of the State of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said VERL R. O'BRIEN acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires

*Jerry E. Chapman*  
Notary Public  
Residing at Salt Lake City, Utah