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Cottonwood Series
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AMENDMENT TO PROTECTIVE COVENANTS

Recorded at request of SECURITY TITLE COMPANY
Date FEB 24 1964
By *[Signature]*
Deputy
Book
of 4
M.
Order No. 499
Emily T. Edger
Recorder Davis County
Page 117
Fee Paid 18.16

Comes now the undersigned, pursuant to Paragraph No. 13 of those certain Protective Covenants recorded October 22, 1954, as Entry No. 140813 in Book 73 at Page 60 of the records of the Davis County Recorder, Farmington, Utah, pertaining to land in the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian.

The undersigned constitute at least seventy-five per cent of the owners of lots in the above described area.

Paragraph No. 7 of the above described Protective Covenants is hereby amended to provide that Lots 14, 15 and 16 of Bountiful Hills as included in the above description may be resubdivided to allow in each subdivided lot an area of not less than 16,000 square feet.

The hereinabove described Protective Covenants are further hereby amended to provide the following new paragraph, to be numbered 7 (a):

7 (a). Property descriptions more fully set forth hereafter and designated as Description A and Description B shall be subject to the following restrictions, the provisions of said Protective Covenants previously recorded to the contrary notwithstanding, and said restrictions shall be considered as exceptions to the hereinabove stated provisions. All property not specifically described herein shall be subject to the general provisions set forth in said Protective Covenants previously recorded.

PROPERTY DESCRIPTION A

Beginning at the Northwest Corner of Lot 43, Bountiful Hills, a subdivision of part of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah, and running thence along the West boundary line of said subdivision South 19° 39' West 460.08 feet; thence South 32° 50' East 430.59 feet; thence South 5° 40' West 330 feet; thence South 85° 58' East 30 feet; thence South 0° 39' East 136.98 feet; thence North 89° 21' East 96.42 feet; thence South 4° 00' West 50.08 feet; thence Westerly (approximately North 80° West) 1020 feet, more or less, to the West line of

the Southeast Quarter of said section; thence North 0° 00' 45" West along said West line 362.88 feet; thence East 181.5 feet; thence North 190.0 feet; thence West 181.5 feet; thence North 0° 00' 45" West 50 feet, more or less, to the South line of the Weber Basin Reservoir property; thence South 83° 28' East 18.8 feet; thence North 32° 31' East 487.6 feet; to a point of tangency with a curve to the left; thence Northeasterly along said curve 155.6 feet; thence East 445 feet, more or less, to the point of beginning.

Begin at the Northwest corner of Bountiful Hills Addition Plat "B" and the West line of Davis Boulevard and run thence North 89° 35' East 735.2 feet, more or less, along the North line of said subdivision; thence South 75° 16' East 243.11 feet; thence South 47° 17' East 81.06 feet; thence South 40° 41' West 160.54 feet to a point on a curve to the right; thence along said curve 153.63 feet; thence South 19° 59' East 60.09 feet to a point of tangency with a 20 foot radius curve to the left for an arc distance of 24.44 feet; thence East 251.91 feet to a point of tangency with a 135 foot radius curve to the left for an arc distance of 184.71 feet; thence North 11° 37' East 70.70 feet to a point of tangency with a 185 foot radius curve to the right; thence along said curve an arc distance of 253.11 feet; thence East 5 feet more or less to the East line of grantor's land; thence North 770.68 feet; thence West 1294.0 feet, more or less, to the West line of Davis aqueduct; thence Southwesterly along said West line 431.0 feet, more or less, to the point of beginning. (Note: Bountiful Hills Bearing Base)

PROPERTY DESCRIPTION B

Begin at the Northwest corner of Bountiful Hills Addition Plat "B" and the West line of Davis Boulevard and run thence South 89° 52' 15" West 108.77 feet; thence North 56° 39' 45" West 163.46 feet; thence South 89° 52' 15" West 114.99 feet to the East line of Bali Hai Subdivision Plat "C"; thence North 0° 14' 45" East 401.94 feet along said East line; thence South 89° 45' 15" East 255.00 feet; thence North 0° 14' 45" East 171.00 feet; thence North 89° 52' 15" East 430.61 feet; thence South 26° 20' West 738.82 feet to the point of beginning. Contains 6.5 acres more or less. (Note: Bali Hai Bearing Base)

That certain property as more fully described above as Property Description A shall be subject to all protective covenants as originally set forth under date of October 18, 1954, excepting paragraphs 6 and 7 of said covenants which will be governed as follows:

6. BUILDING LOCATION. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30

feet to the rear lot line. 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. The Architectural Control Committee may require additional setbacks not to exceed 50 feet for front lot lines nor 35 feet for side street lines. Where terrain makes it impractical to conform to requirements of this paragraph, the Bountiful City Ordinance will govern.

7. LOT AREA AND WIDTH. No lot shall be subdivided or resubdivided into, nor shall any dwelling be erected, or placed on, any lot having a width of less than 80 feet at the minimum building setback line nor an area of less than 12,000 square feet.

It is further provided that lots adjoining 43 through 46, inclusive, of Bountiful Hills and Lot 105 to the Northwest corner of Lot 43 of Bountiful Hills shall have an area of not less than 14,000 square feet.

It is further provided that all lots fronting on Bountiful Hills Drive of Bountiful Hills shall be required to maintain an area of not less than 17,000 square feet.

Amendments applicable to property described as Property Description B:

5. DWELLING QUALITY AND SIZE. It being the intention and purpose of these covenants to assure that all dwellings shall be of a good quality of workmanship and materials, no used or preconstructed buildings shall be brought or placed upon said tracts and no structure shall present an unfinished appearance for a period of more than one year. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet. No buildings shall have in excess of two stories above the front lot level.

6. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. 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

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to encroach upon another lot. The Architectural Control Committee may require additional setbacks not to exceed 50 feet for front lot lines nor 35 feet for side street lines.

7. LOT AREA AND WIDTH: No lot shall be subdivided or resubdivided into, nor shall any dwelling be erected, or placed on, any lot having a width of less than 80 feet at the minimum building setback line nor an area of less than 8000 square feet.

The above described protective covenants shall further be amended to provide that a church building with its attendant facilities may be located on the East border of that property described as the Flint Distributing Company property bordered on the South by Bountiful Hills Drive, containing an area of approximately three acres.

It is further provided that the protective covenants described as being recorded on October 22, 1954, as more fully described above, shall be amended to provide that the following described property:

Beginning at a point South $89^{\circ} 49'$ West 661.41 feet and South $0^{\circ} 08'$ West 667.56 feet from the East Quarter corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, and running thence South $0^{\circ} 08'$ West 442.45 feet to the North line of a street; thence West 17.51 feet along said street; thence Westerly 102.59 feet along the arc of a 275 foot radius curve to the right along said street; thence Northwesterly 23.95 feet along the arc of a 20 foot radius curve to the right along said street to the East line of another street; thence North 404.89 feet along said street to a point South $89^{\circ} 30'$ West of the point of beginning; thence North $89^{\circ} 30'$ East 131.54 feet to the point of beginning,

shall be subject to the same restrictions as are applicable to property described as "A" and are hereby excluded from those previous covenants as originally set forth to the contrary.

WITNESS OUR HANDS this 13 day of November, 1963.

SIGNATURES OF OWNERS	No. of Lot and Description	Date
<u>Flint & Associates Co</u>	<u>54 lots</u>	<u>11/24/63</u>
<u>Raymond M. Whitman</u>	<u>57 lots</u>	
<u>F. DeWitt Holbrook</u>	<u>18 lots L.P.S.</u>	<u>1-13-63</u>
<u>Maple H. Holbrook</u>	<u>3 lots</u>	
<u>Royal Bays Gunnison</u>	<u>2 lots</u>	
<u>Walter Gunnison</u>	<u>2 lots</u>	
		<u>INCLUDING UTILITY APPLICABILITY ORK</u>
<u>Karl H. Harrison</u>	<u>35 lots</u>	<u>11/26/63</u>
<u>Bjorn H. Harrison</u>	<u>36 lots</u>	
<u>John P. Ray</u>	<u>1 lot</u>	<u>11/26/63</u>
<u>Thomas J. Dixon</u>	<u>1 lot</u>	
<u>Edward M. Smith</u>	<u>1 lot</u>	<u>11/27/63</u>
<u>William D. Harrett</u>	<u>1 lot</u>	
<u>Richard S. Brown</u>	<u>1 lot</u>	<u>11-27-63</u>
<u>Geraldine S. Brown</u>	<u>1 lot</u>	
<u>Douglas S. Carpenter</u>	<u>1 lot</u>	<u>11/27/63</u>
<u>William J. Sargent</u>	<u>1 lot</u>	
<u>Frank B. Neumann</u>	<u>1 lot</u>	<u>11-27-63</u>
<u>Harold P. Neumann</u>		
<u>Karen Bendleton</u>	<u>1 lot</u>	<u>11-27-63</u>
<u>Virginia Bendleton</u>		

SIGNATURES OF OWNERS	No. of Lot and Description	Date
<u>Harry Grant Randall</u> <u>1st & 2nd</u>	#1	11-28-63
<u>Frank Holbrook</u>	1 Lot	11-27-63
<u>Josephine W. Holbrook</u>	1 Lot	
<u>Maude Dudley</u> <u>Mary B. Dudley</u>	30 Lots - less 20 Lots (Included in Union Realty Co. Total	11-29-63
<u>E. Jay Hartogren</u> <u>Jennie B. Hartogren</u>	1 Lot	11-29-63
<u>Ernest J. Hayward</u> <u>Edna J. Hayward</u>	1 Lot	11-29-63
<u>Associated Inst. Co.</u>	1 Lot	11-29-63
<u>Wm. B. Shumway</u>	1 Lot	
<u>Marion M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	11-30-63
<u>William M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	11-30-63
<u>William M. Taylor</u>	1 Lot	
<u>William M. Taylor</u>	1 Lot	11-30-63

SIGNATURES OF OWNERS

No. of Lot and Description

Date

<i>Allen Taylor</i>	<i>2 lots</i>	<i>Nov 30, 1963</i>
<i>Alex H. Taylor</i>		
<i>Union Realty Co</i>	<i>32 lots</i>	<i>Nov 30, 1963</i>
<i>Jesse Taylor</i>		

STATE OF UTAH 1888.
COUNTY OF DAVIS

On the 26th day of November, 1963, personally appeared before me Hal N. Harrison and Marion G. Harrison, his wife, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Hal N. Harrison
 Notary Public
 Residing at: Bountiful, Utah
 My Com. Expires: April 3, 1966