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

FEB 22 1977

Recorded... of...
Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. DIXON
Recorder, Salt Lake County, Utah

AMENDMENT TO DECLARATION OF BUILDING AND USE RESTRICTIONS

By Gabrielle R. [Signature] Deputy
Ref. 208P

SECURITY TITLE COMPANY

The undersigned, being all of the owners of Lots 1 through 4 and 7 through 52, WILLOW CREEK MEADOWS SUBDIVISION, situate in Salt Lake County, Utah are desirous of amending Paragraphs 1, 3, 4(b) and 9 of Part B and Paragraph 1 of Part C of that certain Declaration of Building and Use Restrictions, dated June 4, 1975, recorded June 26, 1975, as Entry No. 2720210, in Book 3898, at Page 497 of Official Records in Salt Lake County, Utah, covering said premises to read as follows:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential 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 two stories in height and a private garage or carport for not more than three vehicles. All construction to be of new materials.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

4. Building Location.

(b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the minimum front building setback line. No main building shall be located on any interior lot nearer than 30 feet to the rear lot line except that if the main dwelling includes an attached garage or carport, the rear yard may be reduced to 15 feet. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line, so long as such buildings do not encroach upon any easements.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the subdivision construction and sales period.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Reed V. Harding, Philip W. Hallstrom and C. Robert Mulford.

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In witness whereof, the undersigned have executed this declaration this 17th day of February, 1977.



AMERICAN EQUITY CORPORATION

BY: [Signature]
GLEN SAXTON, PRESIDENT

PROSWOOD, INC.

BY: [Signature]
REED V. HARDING, VICE PRESIDENT

BY: [Signature]
C. ROBERT MULFORD

BY: [Signature]
ELIA C. MULFORD

WILLOW CREEK MEADOWS, Limited Partnership
BY: WALLACE ASSOCIATES, INC., General Partner

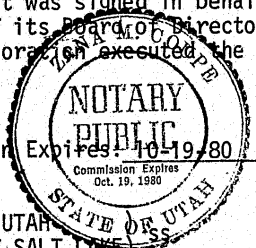
[Signature]
A. T. SHEARER, JR., PRESIDENT

[Signature]
W. WALKER WALLACE, SECRETARY

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 17th day of February, 1977, personally appeared before me GLEN SAXTON, who being by me duly sworn, did say that he is the PRESIDENT of AMERICAN EQUITY CORPORATION, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by the authority of a resolution of its Board of Directors and said GLEN SAXTON acknowledged to me that said corporation executed the same.

Commission Expires: 10-19-80

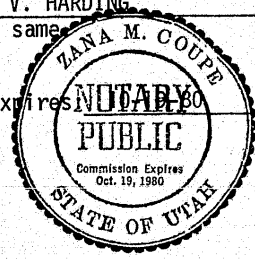


[Signature]
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 17th day of February, 1977 personally appeared before me REED V. HARDING, who being by me duly sworn, did say that he is the VICE PRESIDENT of PROSWOOD, INC., a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by the authority of a resolution of its Board of Directors and said REED V. HARDING acknowledged to me that said corporation executed the same.

Commission Expires: 10-19-80

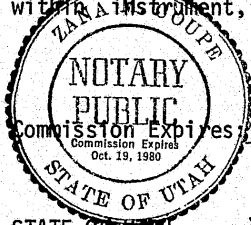


[Signature]
Residing at: Salt Lake City, Utah

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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 18th day of February, 1977, personally appeared before me C. ROBERT MULFORD and ELIA C. MULFORD, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Commission Expires: 10-19-80

Zana M. Groupe
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 18 day of February, 1977, personally appeared before me A. T. SHEARER, JR. known to me to be the President and W. WALKER WALLACE, known to me to be the SECRETARY of WALLACE ASSOCIATES, INC., a Utah Corporation, the corporation that executed the within instrument, which corporation is known to me to be a general partner of WILLOW CREEK MEADOWS, a Limited Partnership, which Limited Partnership acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its board of directors, both in its capacity as a corporation and its ability as a general partner of said Limited Partnership, and that said general partner executed the within instrument in its capacity as a general partnership.



Commission Expires: March 30, 1980

Marie Updegraff
Notary Public
Residing at: Salt Lake City