Request of Subry Co.

KATIE L. DIXON, Recorder

AMENDMENT TO DECLARATION OF

PROTECTIVE COVENANTS

Salt Lake County, Utah

900 By <u>Fatricia h Brown</u>

Patricia Brown

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KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of over two-thirds of the following described real property, situated in Salt Lake County, State of Utah:

All of the lots in Centennial Village #2 Subdivision according to the official plat thereof,

having established Declaration of Protective Covenants for said Subdivision, as recorded in Book 4457, Page 1202, Entry No. 2916218, Official Records, and being desirous of amending Paragraph C. Parts 3 and 4 and Paragraph E Part 4 of said Declaration of Protective Covenants, do now amend said Paragraph C Parts 3 and 4 and Paragraph E Part 4, as follows:

C-3. DWELLING COST, QUALITY AND SIZE. For single family dwellings, no dwelling shall be permitted on any lot at a cost of less than \$18,000 exclusive of the lot, 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 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 875 square feet for a one-story dwelling, nor less than 875 square feet for a dwelling of more than one story.

For duplex dwellings, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet per rental unit, nor less than 500 square feet, per rental unit, on the ground floor for a dwelling of more than one story.

## C-4. BUILDING LOCATION.

Side Yard Regulations. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet except that on an interior lot where an attached private garage or carport has an eight (8) foot side yard the width of the other side yard may be reduced to eight (8) feet. Other main buildings shall have a minimum side yard of ten (10) feet and the total width of the two required side yards shall be not less than twenty (20) feet. The minimum side yard for a private garage or carport shall be eight (8) feet, except that private garages and other accessory buildings, located in the rear of the main building may have a minimum side yard of one (1) foot, provided that the accessory building is at least six (6) feet away from the main building and provided that no private garage or other accessory building shall be located closer than ten (10) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street for both main and accessory buildings, shall be not less than twenty (20) feet.

Front Yard Regulations. The minimum depth of the front yard for main buildings shall be twenty (20) feet. The minimum depth of the front yard for garages and carports shall be twenty-five (25) feet. All accessory buildings, other than private garages or carports shall be located at the rear and at least six (6) feet away from the main building.

Rear Yard Regulations. The minimum depth of the rear yard for any main building shall be thirty (30) feet, and for the accessory building one (1) foot provided that

on 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. On any interior lot where an attached private garage or carport has an eight (8) foot side yard, the rear yard of the main structure may be reduced to fifteen (15) feet.

<u>Height Regulations.</u> No building or structure shall be erected to a height two and one-half  $(2\ 1/2)$  stories or thirty-five (35) feet, and no dwelling structure shall be erected to a height less than one (1) story.

E-4. AMENDMENT. The covenants may be amended by the written acceptance of all of the fee simple title owners.

In all other respects, said Declaration of Protective Covenants are to remain in full force and effect.

IN WITNESS WHEREOF, the said parties to this Amendment have hereunto signed their names the 27th day of April, 1977.

IVORY INC.

By: My M Garden By: Executive Vice President/development

STATE OF UTAH ) : ss.

County of Salt Lake

On the 27th day of April, A.D. 1977, personally appeared before me McKinley M. Oswald, the signer of the within instrument, who being by me duly sworn did say that he is the Executive Vice President/development of Ivory, Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporate authority and said McKinley M. Oswald duly acknowledged to me that he executed the

same on behalf of said Corporation.

Commission Expires:

March 13, 1979

Notary Public Residing in Salt Lake City, Utah