

Ivory & Company
370 East South Temple 5th floor
Salt Lake City, Utah 84111
Attn: Hank Rothwell

3350022

AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS

2500
\$ SECURITY FEE CO.
REF
OCT 12 2 46 PM '79
KATIE L. J. KIM
RECORDED
SALT LAKE COUNTY,
UTAH
David Rothwell
David Bone

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of the following described real property,
situated in Sandy City, State of Utah:

Over two-thirds of all of the lots in Hidden Valley Hills #3 Subdivision
according to the official plat thereof.

having established Declaration of Protective Covenants for said Subdivision, as
recorded in Book 4696, Page 742, Entry No. 3129050, Official Records, and being
desirous of amending Paragraph C-3 of Part C and Paragraph C-4 of Part C of said
Declaration of Protective Covenants, do now amend said Paragraph C-3 and
Paragraph C-4 of Part C as follows:

C-3. DWELLING QUALITY AND SIZE. The ground square area of the
main structure exclusive of garage and any one story open porches shall not be less
than 1,280 square feet for a one story dwelling. In a split level dwelling the combined
area of a single level and each of the two levels in the adjoining two story portion of the
dwelling exclusive of garage and any one story porches shall total not less than 1,800
square feet. In a two story home which is two stories above the curb level, the
combined area of the ground story level and the story above the ground story level,
exclusive of garage and any one story open porches shall total not less than 2,000 square
feet. In a split entry dwelling the combined area of the above ground level and the
below ground level shall be 2,000 square feet with the above ground level being not less
than 1,280 square feet, exclusive of garage and any one story open porches. If four
feet or more of foundation is above finished grade, then the basement becomes a story.
For the purposes of these covenants, the basement area shall in no event be considered
a story. It is the purpose of this covenant to assure that all dwellings shall be of a
quality of workmanship and materials substantially the same as or better than that which
can be produced at the date that these covenants are recorded.

C-4. BUILDING LOCATION

- a. No building shall be located on any lot nearer than 30 ft. to the front lot line and no building shall be located on the radius of a cul-de-sac lot nearer than 20 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 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

SECURITY TITLE COMPANY

BOOK 4696 PAGE 842

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 10th day of October, 1979.

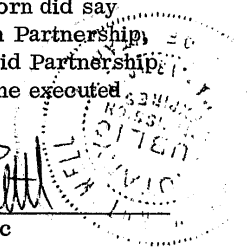
IVORY AND COMPANY

By McKinley M. Oswald
Managing General Partner

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 10th day of October A.D. 1979, 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 Managing General Partner of Ivory and Company, a Utah Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership authority and said McKinley M. Oswald duly acknowledged to me that he executed the same on behalf of said Partnership.

My Commission Expires: March 13, 1981 Wm H. [Signature]
Notary Public



Residing in Salt Lake City, Utah