When Recorded Please mail to:

Residential Properties, Inc. 5286 South 320 West #A-126 Murray, Utah 84107 ATTN: Nicole L. Curry

3467083

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS GREENFIELD MEADOWS SUBDIVISION

The undersigned, representing all parties owning any interest in the real property known as GREENFIELD MEADOWS SUBDIVISION based upon an affirmative vote of in excess of two-thirds of the owners of the lots in said subdivision as required by Part D, Paragraph 4 of the Declaration hereinafter described, do hereby amend in the following particulars the Declaration of Protective Covenants, Agreements, Restrictions, and Conditions Affecting the Real Property known as Greenfield Meadows Subdivision (hereinafter referred to as Deed) heretofore recorded against said Subdivision on September 7, 1979 as Entry No. 3333935 in Book 4939 at Page 942 of the Official Records.

PART B., Paragraph 1. is amended to read as follows:

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 and one-half stories in height and an attached garage or carport for not more than three cars. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

PART B., Paragraph 3, is amended to read as follows:

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at cost of less than \$25,000.00 exclusive of the 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 or carports, shall not be less than 800 square feet. All homes must include an attached garage or carport.

PART B., Paragraph 4 is amended to read as follows:

## 4. Building Location.

- (a) No building shall be located on any lot nearer than thirty (30) 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 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage, carport or other permitted accessory building located 45 feet or more from the minimum front building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
- (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

PART B., is further amended by addition thereto of the following paragraph:

## 16. Driveway Approaches.

- (a) All driveway approaches are the responsibility of each lot owner, and shall be constructed and maintained in accordance with specifications of the City of West Jordan.
- (b) Neither water meter boxes nor sewer laterals shall be located in driveways or driveway approaches.
- PART C., Paragraph 1 is amended to read as follows:
- l. Membership; The Architectural Control Committee shall be composed of three members to be appointed by a majority of the owners of the lots. 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 hereto. At any time, the then record owners of a majority of the lots in said subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties.

Except as herein modified and amended, each and every term, condition and provision of said Declaration remains in full force and effect as originally written.

6. Curtin Mace Elaine J. Mace

RESIDENTIAL PROPERTIES, INC.

Menrill C. Turnbow

Executive Vice President

STATE OF UTAH

OF

) ss

COUNTY OF SALT LAKE)

MOCOMMISSION Expires;

Notary Pi

residing at

Commission Expires

er John C

urah

STATE OF UTAH ) ) ss.
COUNTY OF SALT LAKE)

On the 19th day of August, 1980, personally appeared before me Merrill C. Turnbow, who being by me duly sworn did say, that he, the said Merrill C. Turnbow, is the Executive Vice President of RESIDENTIAL PROPERTIES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said, Merrill C. Turnbow, did acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

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