

3780408

First Amendment to Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known as Chaparral West (also known as "Chaparrol West") Plat "A" Subdivision

7550

SECURITY TITLE CO.  
REF

APR 13 2 54 PM '83

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

TO WHOM IT MAY CONCERN:

FIRST AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, Ivory & Company, a Utah Limited Partnership ("Ivory"), is the owner of record of the following described real property situated in the County of Salt Lake, State of Utah:

Lots:

1-18	37-140	156
27-35	147	166-172

of Chaparral West Plat "A" Subdivision, also known as Chaparrol West Plat A (such subdivision being referred to herein as the "Subdivision") a part of the West 1/2 of Section 33, Township 1S, Range 2W, Salt Lake Base and Meridian, the plat map of which Subdivision was recorded in the office of the Salt Lake County, Utah Recorder as Entry No. 3546089 on 3-2-81;

WHEREAS, the number of lots of the Subdivision that Ivory owns is more than two-thirds (2/3) of the total lots of the Subdivision;

WHEREAS, on March 20, 1981, there was recorded in Book 5227, at Page 396, at the office of the Recorder of Salt Lake County, State of Utah, certain Protective Covenants (the "Protective Covenants") having for their purpose the establishment and maintenance of a first-class residential neighborhood on the Subdivision; and

WHEREAS, on March 21st, 1983, there was recorded an amended plat of the Subdivision, which amended plat (a) was entitled "Chaparral West Plat A Amended," (b) shall be referred to herein as the "Amended Subdivision" and (c) relates to

SECURITY TITLE CO.

No.

BOOK 5451 PAGE 649

changes of only a portion of the original Chaparral West Plat A Subdivision plat map;

NOW, THEREFORE, pursuant to Part D, paragraph 4 of the Protective Covenants Ivory hereby amends the following provisions of the Protective Covenants, but only as they pertain to and affect lots 40 through 136 of the Subdivision and lots 1 through 62 of the Amended Subdivision (the original unamended Protective Covenants remaining in full force and effect with respect to the remaining lots of the Subdivision):

Part B, Paragraph 4 - Building Location

(a) No building shall be located on any lot nearer than 20 feet to the front line of the lot, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 5 feet to any interior side lot line; provided, however, that notwithstanding the foregoing a garage or other permitted accessory building that is located 65 feet or more back from the front lot line may be located one foot or more from any interior side lot line. No building 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 a 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, Paragraph 5 - Lot Area and Width

No building shall be erected or placed on any lot having a width of less than 45 feet at the minimum building setback lines described in Part B, paragraph 4 hereof nor shall any building be erected or placed on any lot having an area of less than 5,000 square feet, except that a building may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat of the Subdivision (as amended from time to time) which these covenants burden provided that the minimum building setback lines described in Part B, paragraph 4 hereof are maintained. No lot may be redivided for the purpose of creating any additional building sites.

This Amendment shall be construed to be deemed a part of the Protective Covenants, as through fully set forth therein, and except as amended herein, all of the remaining provisions,

terms, and conditions of said Protective Covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 31 day of March 1983.

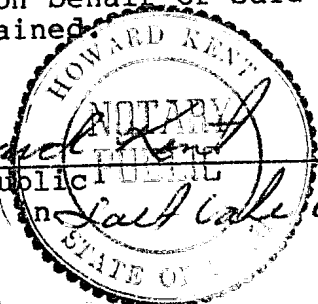
IVORY AND COMPANY, a Utah Limited Partnership

By: M. M. OSWALD INVESTMENT COMPANY, a Utah Limited Partnership and one of the General Partners in said Ivory and Company

By: Mckinley M Oswald  
MCKINLEY M. OSWALD  
Sole General Partner

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

On the 31 day of March, 1983, personally appeared before me MCKINLEY M. OSWALD, the sole general partner of M. M. OSWALD INVESTMENT COMPANY, a Utah Limited Partnership and one of the General Partners of IVORY AND COMPANY, the signer of the foregoing instrument, who duly acknowledged to me that he signed and executed the same for and on behalf of said IVORY AND COMPANY for the purposes therein contained.

Howard Kent  
Notary Public  
Residing in Salt Lake City  


My Commission Expires:

11/17/83