

When recorded return to:  
Mike Holmes  
Prowswood, Ltd.  
4885 South 900 East  
Salt Lake City, UT 84117

3911825

MAR 2 4 21 PM '84

ARLE L. DIXON  
RECORDER  
SALT LAKE COUNTY,

SECURITY TITLE CO.  
REF. \_\_\_\_\_  
DIP. \_\_\_\_\_

*7400*  
*of your Association's*

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(West Pointe Plat "A", Amended No. 1)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by WEST POINTE HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, hereinafter referred to as "Association".

W I T N E S S E T H:

WHEREAS, Prowswood, Inc., now known as The Prowswood Corporation, a Utah Corporation ("Declarant") caused a Declaration of Covenants, Conditions and Restrictions (West Pointe Plat "A", Amended No. 1) to be filed in the Salt Lake County Recorder's office with respect to certain real property situated in Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described upon Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, such Declaration of Covenants, Conditions and Restrictions (West Pointe Plat "A", Amended No. 1) was filed of record in the offices of the Salt Lake County Recorder, Salt Lake County, State of Utah, as Entry No. 3799436 in Book 5463 at Pages 82 through 99 (hereinafter referred to as the "Declaration"); and

WHEREAS, Association desires to amend such Declaration all in accordance with the terms and conditions contained herein; and

WHEREAS, the Association has given notice to the Owners with respect to its intent to amend the Declaration, such notice being given in accordance with the terms and conditions of the Declaration, the Articles of Incorporation of the Association and the Bylaws adopted thereby; and

WHEREAS, at a meeting of the Owners thereafter held, the Association has obtained the consent of the following

SECURITY TITLE CO.  
No. 225000

BOOK 5535 PAGE 2770

amendments by not less than ninety percent (90%) of the Owners, such consent being evidenced by the instrument attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, the Association amends the Declaration, all in accordance with the terms and conditions hereinafter set forth.

1. The Association certifies that a Notice to Owners was given as set forth in the recitals above and that the instrument attached hereto as Exhibit "B" contains the consent of Owners holding 90% or more of the fee simple title to Lots which are part of the Property as those terms are defined in the Declaration.

2. Section 5.1. Land Use and Building Type is hereby amended to read as follows:

Section 5.1. Land Use and Building Type. No Lot shall be used except solely 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 with attached private double car carport or attached garage for one or more cars. Not less than twenty percent (20%) of the exterior surface of a dwelling shall consist of brick. All construction shall be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Section 5.3 Dwelling Cost, Quality and Size is hereby amended to read as follows:

Section 5.3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$35,000.00 exclusive of Lot cost, based upon cost levels prevailing as of 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 not be less than 800 square feet for ramblers, 850 square feet for

BOOK 5535 PAGE 2771



EXHIBIT "A"

It is proposed to amend Section 5.1 as follows:

Section 5.1. Land Use and Building Type. No Lot shall be used except solely 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 with attached private double car carport or attached garage for one or more cars. Not less than twenty percent (20%) of the exterior surface of a dwelling shall consist of brick. All construction shall be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

It is proposed to amend Section 5.3 as follows:

Section 5.3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$35,000.00 exclusive of Lot cost, based upon cost levels prevailing as of 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 not be less than 800 square feet for ramblers, 850 square feet for split-entry structures and 1050 square feet total finished area for two story and tri-level structures.