

AMENDMENT TO DECLARATION OF BUILDING AND USE RESTRICTIONS

WHEREAS, the undersigned executed a Certain Declaration of Building and Use Restriction on April 12, 1985, which was recorded May 15, 1983 as Entry No. 640342 in Book 942, page 611 of the Official Records of Davis County, Utah on the following property:

All of Lots 1 to 7, inclusive, Lots 30 to 76, inclusive, and Lots 89 to 120, inclusive, JULIE ESTATES SUBDIVISION, a subdivision of part of Section 13, Township 4 North, Range 2 West, Salt Lake Meridian,

WHEREAS, It is the desire of the undersigned to amend paragraphs 1 and 4 contained therein,

NOW THEREFORE, Paragraphs 1 and 4 of said Declaration is hereby 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 stories in height and a private garage and/or carports for not more than three vehicles. All construction is to be of new materials except that used brick may be used with prior written consent and approval of the Architectural Control Committee.
- 4. BUILDING LOCATION: (a) No building shall be permitted or located on any lot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. (b) No building shall be located nearer than 8 feet on one side and 3 feet on the other side to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. (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.

IN WITNESS WHEREOF, this document is executed this 26th day of May, 1983.

M & J CONSTR., INC.

By Mark L. Higley
President.

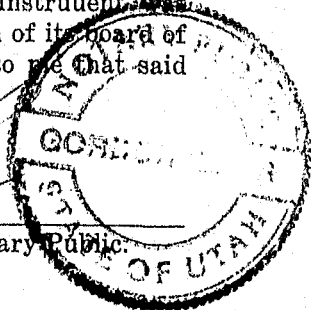
STATE OF UTAH }
COUNTY OF DAVIS } ss.

On the 26th day of May, 1983, personally appeared before me Mark L. Higley, who being by me duly sworn, says that he is the President of M & J CONSTR., INC., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Mark L. Higley acknowledged to me that said corporation executed the same.

Residing at Kaysville, Utah

My commission expires April 4, 1986

[Signature]
Notary Public



Fee Paid 46.50
Recorder Davis County
Date MAY 27 1983
BY [Signature]
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