

Mail To:
Century Village
71 Hamrick Rd.
Ogden at 84404

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RUTH E. JOHNSON
WEBER COUNTY CLERK

DEPUTY *Shirley B. Angerson*

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PLATTED VERIFIED
ENTERED MICROFILMED

FILED AND RECORDED FOR

AMENDMENT TO RESTRICTIVE COVENANTS *Century Village*

FOR LOTS 1 THROUGH 53 INCLUSIVE, CENTURY VILLAGE OF OGDEN CITY, WEBER COUNTY, UTAH:

The following amendment to the Restrictive Covenants dated February 27, 1980, and recorded March 9, 1980, in Book 1346, Page 525, records of Weber County, Utah, is made and entered into this 6 day of October, 1980, by Lynn C. Muirbrook and Boyd Russell, Developers, Ogden City, Utah, and the owners of the following described property:

Lots 1 through 53 inclusive, Century Village Subdivision, Ogden City, Weber County, Utah.

WHEREAS, it is the desire of aforementioned owners and Developers to amend said Restrictive Covenants to include the following party wall declaration:

THAT portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall; the owners of the wall on each half of said wall shall have an easement of support in the other one half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations:

1. Should said party wall be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal or better than immediately prior to it's being damaged and shall compensate the other party for any damage to the property of such other party.
2. Should said party wall be damaged or destroyed by any cause other than the act or negligence of the other party, the same shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.
3. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use as a party wall and join the same by paying the other party one-half of the cost of such wall as he shall use, in being understood that any such extension shall at all times be a party wall.
4. The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

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IT IS AGREED AND UNDERSTOOD that the above amendment and addition to said Restrictive Covenants shall in no way effect, modify, change or invalidate any of the provisions in said Covenants which shall remain in full force and effect.

IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals this 6 day of OCTOBER, 1980.

✓ Alan Woodfield
ALAN WOODFIELD

✓ Jan R. Swift
JAN R. SWIFT

✓ Larene E. Swift
LARENE E. SWIFT

✓ Vince Longfellow
VINCE LONGFELLOW

✓ Michael W. Nielsen
MICHAEL W. NIELSEN

✓ Kerry Lee Allred
KERRY LEE ALLRED

✓ Valerie K. Lott
VALERIE K. LOTT

✓ Ray Holbrook
RAY HOLBROOK

✓ Lori Holbrook
LORI HOLBROOK

✓ Carl B. Wiese
CARL B. WIESE

✓ Diana D. Wiese
DIANA D. WIESE

✓ Lynn C. Muirbrook
LYNN C. MUIRBROOK, Developer

✓ Boyd L. Russell
BOYD L. RUSSELL, General Partner

STATE OF UTAH)
COUNTY OF WEBER) ss.

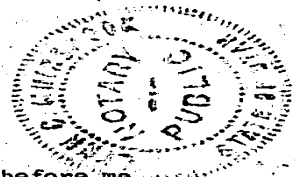
On this 6 day of Oct, 1980, personally appeared before me LYNN C. MUIRBROOK and BOYD L. RUSSELL, who being duly sworn did say that they are the partners of CENTURY VILLAGE, LTD., a Utah partnership and that the foregoing instrument was signed in behalf of said partnership by authority of the partnership, and said LYNN C. MUIRBROOK and BOYD L. RUSSELL acknowledged to me that the said partnership executed the same.

Lynn C. Muirbrook
NOTARY PUBLIC
Residing at: Eden, Utah
My Commission Expires: 9/29/83




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STATE OF UTAH }
COUNTY OF WEBER } ss.



On this 6 day of OCTOBER, 1980, personally appeared before me ALAN WOODFIELD, JAN R. SWIFT, LARENE E. SWIFT, VINCE LONGFELLOW, MICHAEL W. NIELSEN, KERRY LEE ALLRED, VALERIE K. LOTT, RAY HOLBROOK, LORI HOLBROOK, CARL B. WIESE and DIANA D. WIESE, herein referred to as "owners", personally appeared before me, known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same.


NOTARY PUBLIC
Residing at: Ogden Utah
My Commission Expires: 12-9-81