

AMENDMENT TO THAT CERTAIN
 ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
 AND DECLARATION OF RESTRICTIVE COVENANTS,
 AGREEMENTS, RESTRICTIONS AND CONDITIONS
 AFFECTING THE REAL PROPERTY KNOWN AS
 ST. MARYS PARK,
 THE SAME HAVING BEEN RECORDED ON
 AUGUST 14, 1973, AS ENTRY NO. 2561410,
 IN BOOK 3394, AT PAGE 86 OF THE
 OFFICIAL RECORDS OF THE
 SALT LAKE COUNTY RECORDER

2738998

Recorded SEP 3 1975 11 38 AM
 Request of SECURITY TITLE COMPANY
 Fee Paid, KATIE L. DIXON
 Recorder, Salt Lake County, Utah
 Deputy

SECURITY TITLE CO.
 GHD # 164167

The undersigned warrants and represents that he is the Chairman of the Executive Committee referred to in Paragraph numbered 2 of the above-referenced Property Owners Association and Covenants, and that pursuant to the action of the Association members taken in accordance with the Property Owners Association and Declaration and Covenants and the By-Laws of said Association, the above-referenced Property Owners Association and Declaration of Covenants has been amended by changing Exhibit "A" incorporated therein to read as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August, 1975.

ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
 BY: Jean B. Carlos
 Chairman of the Executive Committee

STATE OF UTAH)
 COUNTY OF SALT LAKE) ss.

On this 14th day of August, 1975, personally appeared before me JEAN B. CARLOS, who acknowledged to me that he executed the foregoing "Amendment to that Certain St. Marys Park Property Owners Association and Declaration of Restrictive Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known as St. Marys Park", and that he did so as the duly authorized Chairman of the Executive Committee and pursuant to his authority as said Chairman, and that he did so for and on behalf of the St. Marys Park Property Owners Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August, 1975.

Gordon H. Dick
 NOTARY PUBLIC

Residing: Salt Lake City, Utah



BOOK 3958 PAGE 402

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of a certain portion of the tract of land represented in Exhibit "A" attached, as of this 2nd day of September, 1975, and is, accordingly, a member of the Association described in the Covenants.

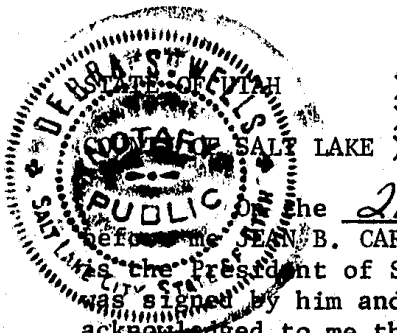
By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 2nd day of September, 1975.

ST. MARYS PARK COMPANY

Jean B. Carlos
Jean B. Carlos, President



) ss.

On the 2nd day of September, 1975, personally appeared before me JEAN B. CARLOS and who being by me duly sworn did say, that he is the President of ST. MARYS PARK COMPANY and that the foregoing instrument was signed by him and in his authority in the corporation, and he duly acknowledged to me that he executed the same.

Debra S. Wells
Notary Public

Residing at Salt Lake City, Utah

My commission expires: May 1, 1977

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of a certain portion of the tract of land represented in Exhibit "A" attached, as of this 2nd day of September, 1975, and is, accordingly, a member of the Association described in the Covenants.

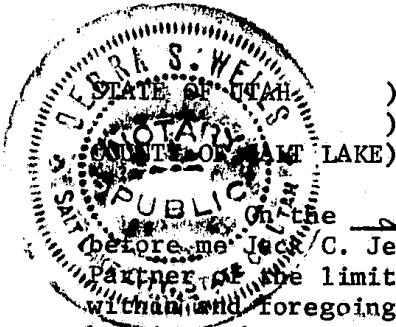
By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 2nd day of September, 1975.

CANTERBURY HILLS, A Limited Partnership

Jack C. Jensen
Jack C. Jensen, General Partner



On the 2nd day of September, 1975, personally appeared before me Jack C. Jensen who being duly sworn did say, that he is the General Partner of the limited partnership known as CANTERBURY HILLS, and that the within and foregoing instrument was signed on behalf of said limited partnership by him in his authority as the General Partner for CANTERBURY HILLS, and he duly acknowledged to me that he executed the same.

Debra S. Wells
Notary Public

Residing at Salt Lake City, Utah

My commission expires: May 1, 1977

BOOK 3958 PAGE 404

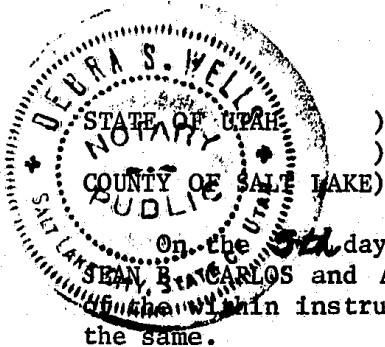
WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of Lot 3 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 5th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 5th day of August, 1975.



Jean B. Carlos

Annette C. Carlos

) ss.

On the 5th day of August, 1975 personally appeared before me Jean B. Carlos and ANNETTE C. CARLOS, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My commission expires May 1, 1977^{dsw}
Residing at Salt Lake City, Utah

Debra S. Wells
NOTARY PUBLIC
My Commission Expires May 1, 1977

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of Lot 9 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 30th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30 day of August, 1975.

Gerald C. Drew
Fern N. Drew

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

On the 30th day of August, 1975 personally appeared before me Gerald C. Drew and Fern N. Drew, his wife the signers of the within instrument who duly acknowledged to me that they executed the same.

Jack C. Jensen
Notary Public
Residing at Salt Lake City, Utah
My commission expires: 5-12-78



WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of Lots 11 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 30th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

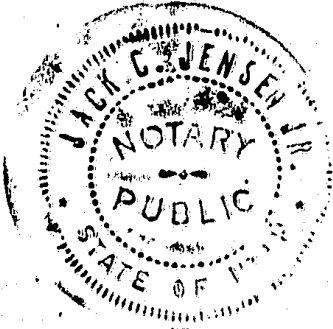
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of August, 1975.

Wayne L. Milne
Karen C. Milne

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

On the 30th day of August, 1975 personally appeared before me Wayne L. Milne and Karen C. Milne, his wife the signers of the within instrument who duly acknowledged to me that they executed the same.

Jack C. Jensen
Notary Public
Residing at Salt Lake City, Utah
My commission expires: 5-12-78



BOOK 3958 PAGE 407

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the
owner of Lots 12
in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 30
day of August, 1975, and is, accordingly, a member of
the Association described in the Covenants.

By these presents, the undersigned consents and agrees that
Exhibit "A" incorporated into the Covenants shall be amended so that
Exhibit "A" shall include the property described in said Exhibit "A",
together with other real property, the total description thereof being
set forth in Exhibit "A" to this Written Consent and Agreement.

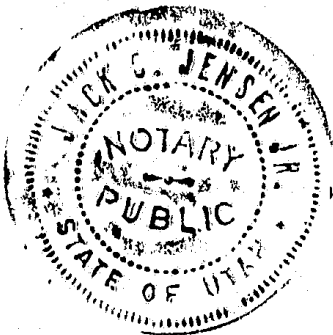
The undersigned acknowledges that he understands that if a
majority of the Association members consent and agree to the matters
herein set forth, the Covenants will be re-recorded, with a new and
different Exhibit "A" attached thereto, with the new Exhibit "A" attached
thereto to describe the same property described in Exhibit "A" attached
thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand
this 30 day of August, 1975.

M. Craig Johns
Rebecca C. Johns

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

On the 30th day of August, 1975 personally appeared before
me M. Craig Johns and Rebecca C. Johns, his wife the signers
of the within instrument who duly acknowledged to me that they executed the
same.



Jack C. Jensen
Notary Public
Residing at Salt Lake City, Utah
My commission expires: 5-12-78

BKX3958 PAF 4C8

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the
owner of Lots 15
in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 28th
day of August, 1975, and is, accordingly, a member of
the Association described in the Covenants.

By these presents, the undersigned consents and agrees that
Exhibit "A" incorporated into the Covenants shall be amended so that
Exhibit "A" shall include the property described in said Exhibit "A",
together with other real property, the total description thereof being
set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a
majority of the Association members consent and agree to the matters
herein set forth, the Covenants will be re-recorded, with a new and
different Exhibit "A" attached thereto, with the new Exhibit "A" attached
thereto to describe the same property described in Exhibit "A" attached
thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand
this 28th day of August, 1975.

John D. Richards Jr.
Dianne A. Richards

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

On the 28th day of August, 1975 personally appeared before
me John D. Richards Jr and Dianne A. Richards, his wife the signers
of the within instrument who duly acknowledged to me that they executed the
same.

Jack C. Jensen
Notary Public
Residing at Salt Lake City, Utah
My commission expires: 5-12-78



WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of Lots 20 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 29th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

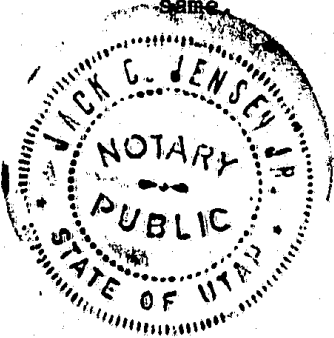
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 29th day of August, 1975.

James P. Gander
Anita Gander

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

On the 29th day of August, 1975 personally appeared before me James P. Gander and Anita Gander, his wife the signers of the within instrument who duly acknowledged to me that they executed the same.

Jack C. Jensen
Notary Public
Residing at Salt Lake City, Utah
My commission expires: 5-12-78



BOOK 3958 PAGE 410

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

The undersigned warrants and represents that he is the owner of Lots 17, 18, 19, and 24 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 8th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

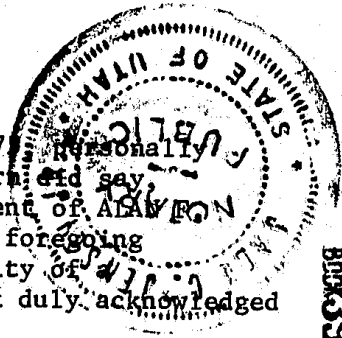
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 8th day of August, 1975.

ALAN F. HOLBROOK COMPANY

Alan F. Holbrook
Alan F. Holbrook, President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 8th day of August, 1975, I personally appeared before me Alan F. Holbrook, who being by me duly sworn, did say for himself, that he, the said Alan F. Holbrook is the President of ALAN F. HOLBROOK COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of Resolution of its Board of Directors and said Alan F. Holbrook duly acknowledged to me that said Corporation executed the same.



Jack C. Jensen
Notary Public Residing at
Salt Lake City, Utah
My Commission Expires: 5/12/78

BPP-3958 PHE 411

WRITTEN CONSENT AND AGREEMENT
TO THE AMENDMENT AND MODIFICATION OF
ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
ST. MARYS PARK
(HEREINAFTER REFERRED TO AS "COVENANTS")

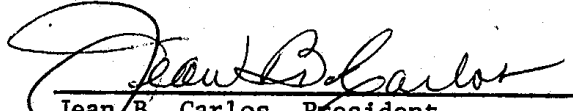
The undersigned warrants and represents that he is the owner of Lots 7, 14, 16, 27, and 28 in St. Marys Park, Plat "A", Salt Lake City, Utah, as of this 5th day of August, 1975, and is, accordingly, a member of the Association described in the Covenants.

By these presents, the undersigned consents and agrees that Exhibit "A" incorporated into the Covenants shall be amended so that Exhibit "A" shall include the property described in said Exhibit "A", together with other real property, the total description thereof being set forth in Exhibit "A" to this Written Consent and Agreement.

The undersigned acknowledges that he understands that if a majority of the Association members consent and agree to the matters herein set forth, the Covenants will be re-recorded, with a new and different Exhibit "A" attached thereto, with the new Exhibit "A" attached thereto to describe the same property described in Exhibit "A" attached thereto.

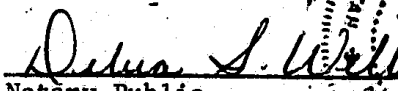
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 5th day of August, 1975.

ST. MARYS PARK COMPANY


Jean B. Carlos, President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 5th day of August, 1975, personally appeared before me Jean B. Carlos, who being by me duly sworn did say, for himself, that he, the said Jean B. Carlos is the President of ST. MARYS PARK COMPANY, a Utah Corporation, 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 said Jean B. Carlos duly acknowledged that said Corporation executed the same.


Notary Public
Residing at Salt Lake City, Utah
My Commission Expires: May 15 1976

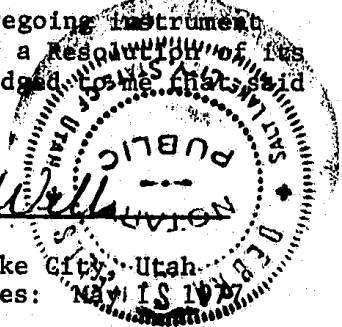


EXHIBIT A TO THE ST. MARYS PARK PROPERTY OWNERS ASSOCIATION
AND DECLARATION OF RESTRICTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN
AS ST. MARYS PARK.

Beginning at the Northeast corner of Lot 36, St. Mary Hills, Plat "B", said point being also North 470.83 feet and East 325.12 feet from the Southwest corner of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence east along the South line of Sherwood Drive a distance of 656.01 feet; thence South 130.00 feet; thence East 657.00 feet to the Southeast corner of Lot 28 St. Mary Hills, Plat "C"; thence South along the rear line of lots 24, 25 and 26 of said Plat "C" a distance of 292.08 feet; thence South 20° West 69.16 feet to the Southwest corner of Lot 23 of said Plat "C"; thence 20° West along the rear line of Lot 65, St. Mary Hills, Plat "F", a distance of 85.00 feet; thence South 22°30'59" West along the rear line of Lot 64 of said Plat "F" a distance of 86.86 feet; thence South 20° West along the rear line of lots 59, 60, 61, 62, and 63 of said Plat "F" a distance of 451.93 feet; thence South 45° West along the rear line of Lot 58 to an angle point in the rear line of Lot 57 of said Plat "F" a distance of 120.04 feet; thence South 60° West 130.00 feet to the most westerly corner of Lot 56 of said Plat "F"; thence South 30° East 5.00 feet to the most northerly corner of Lot 15, St. Mary Hills, Plat "G"; thence South 60° West along the rear line of said Lot 15 to an angle point on the rear line of Lot 14 of said Plat "G" a distance of 140.00 feet; thence South 80° West along the rear line of Lots 13 and 12 to an angle point on the rear line of Lot 11 of said Plat "G" a distance of 250.00 feet; thence North 65° West along the rear line of Lots 7, 8, 9, and 10 to an angle point on the rear line of Lot 6 of said Plat "G" a distance of 350.00 feet; thence North 40° West along the rear line of Lots 3, 4, 5, and 6 of said Plat "G" a distance of 300.00 feet; thence North along the rear line of Lots 28, 29, and 30 the Northeast corner of Lot 31, St. Mary Hills, Plat "B", a distance of 391.75 feet; thence East 20.00 feet; thence North 230.00 feet; thence West 20.00 feet to the Northeast corner of Lot 33 of said Plat "B"; thence North along the rear line of Lots 34, 35, and 36 to the Northeast corner of Lot 36 of said Plat "B", a distance of 340.00 feet to the point of Beginning.

