

1781211

Recorded at Request of Nolan J. Oliver JUN 5 1961
 at 2:31 P Fee Paid \$ 16.40 NELLIE M. JAGK, Recorder Salt Lake County, Utah
 By Rea F. [Signature] Dep. Rec.

AMENDMENT OF RESERVATIONS, RESTRICTIONS AND COVENANTS
51 East Center, Midvale, Utah

KNOW ALL MEN BY THESE PRESENTS:

That whereas, a majority of the record owners of the following described real property situated in Sandy City, Salt Lake County, State of Utah, to wit:

All of Lots 1 to 55, both inclusive, MINGO PARK, a subdivision of part of the Northeast quarter of Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian;

executed, acknowledged and caused to be recorded in the office of the County Recorder of Salt Lake County, State of Utah, certain Reservations, Restrictions and Covenants affecting the above described real property, said Document being recorded on December 22, 1950, in Book #824 at Page #532 thereof, and

Whereas, under authority of Paragraph III of said Reservations, Restrictions and Covenants, a majority of the present record owners of all of said real property now desire to amend and change said Reservations, Restrictions and Covenants as hereinafter set forth,

Now, Therefore, the undersigned, a majority of the present record owners of all of said real property above described, hereby mutually agree and DECLARE that said Reservations, Restrictions and Covenants above referred to, recorded in the office of the County Recorder of Salt Lake County, State of Utah as aforesaid, be, and the same are hereby, amended and changed as follows:

That Paragraph III thereof reading as follows:

"No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation by a Committee composed of Vern R. Anderson, Venus A. Hocking and W. Paul Anderson, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the remaining members or member of said committee shall fail, within thirty days after the death or resignation of any member of said Committee, to appoint

a successor, such successor shall be appointed by the Owners of a majority of the residential lot hereinbefore described. In the event said Committee or its designated representative fails to approve or disapprove such building plans, specifications and plot plan within thirty days after such plans, specifications and plot plan shall have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenants. The powers and duties of such Committee and its designated representative shall cease from and after five years from the date hereof. Thereafter the approval described in this Covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of residential lots hereinbefore described, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee."

be stricken and deleted and a new Paragraph III be substituted as follows:

"No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation by a Committee composed of Paul Pelch, William E. Neff and Richard L. Phelps, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Committee or its designated representative fails to approve or disapprove such building plans, specifications and plot plan within thirty days after such plans, specifications and plot plan shall have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties."

In all other respects said Reservations, Restrictions and Covenants are approved, ratified and confirmed.

DATED this 1st day of June, A.D., 1961.

IN WITNESS WHEREOF, the parties hereto have signed their names on this the 1st day of June, 1961.

<u>Paul Beck</u>	}	<u>Kiril Anderson</u>
<u>Dorothy S. Beck</u>	}	<u>Brenda Anderson</u>
<u>Clara Beckstead</u>	}	<u>Vern R. Anderson</u>
<u>Erma Beckstead</u>	}	<u>Mary G. Anderson</u> ⁴³
<u>DeWanda Rose</u>	}	<u>Clara V. Anderson</u>
<u>Mrs. Anne B. Rose</u>	}	<u>sent</u>
<u>Robert R. Rager</u>	}	<u>William C. Ruff</u>
<u>Mary Agnes Rager</u>	}	<u>Bonnie L. Ruff</u>
<u>Ra Vel Hopkins</u>	}	<u>Kathleen L. Phelps</u>
<u>Louise Hopkins</u>	}	<u>Richard L. Phelps</u>
<u>James W. Nelson</u>	}	<u>Harold E. Kemp</u>
<u>Patricia J. Nelson</u>	}	<u>Sylvia Kemp</u>
<u>Rayne M. Newbold</u>	}	<u>Matthew Jay Het 10718</u>
<u>Flora Newbold</u>	}	<u>Alaine</u>
<u>Arthur J. Ballard</u>	}	<u>Alaine</u>
<u>Doyle J. Ballard</u>	}	<u>Beth A. Chie</u>
<u>W. Paul Anderson</u>	}	<u>Cliff & Rena</u>
<u>Shelene Anderson</u>	}	<u>Shirley Reich</u>
<u>Grace Moss</u>	}	<u>Norman L. Loberg</u>
<u>Beryl L. Moss</u>	}	<u>Edith O. Loberg</u>

MINGO PARK INCORPORATED

by Vern R. Anderson Pres.

by W. Paul Anderson Sec.

Louis D. Nelson

Martin C. Young

Stella Young

Harl Klungerwik

Beth Klungerwik

James L. Washburn

Sharon E. Washburn

Lawrence R. Watts

Norma Watts

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

On the 1st day of June, 1961, personally appeared before me PAUL PELCH and DOROTHY S. PELCH, his wife; CLEON BECKSTEAD and ERMA BECKSTEAD, his wife; DEWAYNE REESE and LAURA E. REESE, his wife; Clare K. ROGER and MARY AGNES ROGER, his wife; LAVELL HOPHINES and LOUISE HOPHINES, his wife; JAMES E. NELSON and PATRICIA S. NELSON, his wife; WAYNE D. NEWBOLD and FLORENCE NEWBOLD, his wife; ARTHUR J. BALLARD and DOYNE BALLARD, his wife; DARLENE ANDERSON and W. PAUL ANDERSON; IRA E. MOSS AND PEARL G. MOSS, his wife; REID ANDERSON and BRENDA ANDERSON, his wife; VERN R. ANDERSON and CLARA V. ANDERSON, his wife; MARY G. ANDERSON, a single woman; WILLIAM E. NEFF and RAMONA L. NEFF, his wife; RICHARD L. PHELPS and KATHRYN F. PHELPS, his wife; HAROLD C. KEMP and SYLVIA KEMP, his wife; MATTHEW JAY HOLT; T. A. CLINE and BELVA A. CLINE, his wife; CLIFFORD REICH and SHIRLEY REICH, his wife; NORMAN E. GOTBERG and EDITH V. GOTBERG, his wife; LOUIS D. NELSON; MARVIN C. YOUNG and STELLA YOUNG, his wife; GAIL KLUNGERSVIK and PETH KLUNGERSVIK, his wife; JAMES L. WASHBURN and SHARON E. WASHBURN, his wife; LAWRENCE R. WATTS and NORMA WATTS, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Stanley L. ...
Notary Public

My commission expires 12-13-63 My residence is Salt Lake City

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 1st day of June, A.D., 1961, personally appeared before me VERN R. ANDERSON and W. PAUL ANDERSON, who being by me duly sworn did say: That they are the President and Secretary respectively of MINGO PARK INCORPORATED, a Utah corporation; that the above Amendment of Reservations, Restrictions and Covenants was executed by them on behalf of said corporation by authority of a resolution of its Board of Directors, and said VERN R. ANDERSON and W. PAUL ANDERSON duly acknowledged to me that said corporation executed the same.

Stanley L. Law
Notary Public

My Commission Expires 12-13-63 Residing at Salt Lake City

