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26 JANUARY 88 04:05 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
STEWART TITLE
REC BY: JANET WONG , DEPUTY

AMENDMENT OF
RESTRICTIONS AND
PROTECTIVE COVENANTS
RELATING TO REAL PROPERTY
PLATTED AS
WASATCH VIEW ACRES
COUNTY OF SALT LAKE, STATE OF UTAH

4578528

RECITALS:

I. Restrictions and Protective Covenants Relating to Real Property Platted as Wasatch View Acres, were recorded in the office of the Recorder of Salt Lake County, Utah, on September 7, 1983, Reception Number 3839670, Book 5488 at Page 852.

II. Paragraph 6 of the Restrictions and Protective Covenants states:

"At the option of 10 out of 12 property owners, any Restrictive Covenant herein may be amended or revoked and substitute provisions introduced providing said changes are in compliance with West Jordan city ordinances."

III. Stephen J. Rees - HCA JOINT VENTURE as the owners of Lots numbered 1,2,3,4,9,10,11,12, Wasatch View Acres, have proposed that the Restrictions and Protective Covenants be amended to add a paragraph 20 as follows:

25152

"20. Notwithstanding any other provisions of these Restrictions and Protective Covenants, a church building and related improvements may be constructed on Lots 11 and 12, Wasatch View Acres, and those Lots may be used for church purposes, educational purposes, and community purposes and purposes customarily incidental thereto. In connection therewith, the owner of Lots 11 and 12 may erect signs which exceed the limitations of Paragraph 14 above, provided that such signs conform to the ordinances of West Jordan and to any limitations of any special use permit with respect to those Lots."

IV. The undersigned, except those signing as mortgagees or beneficiaries of deeds of trust, represent that they are the owners of fee title to the Lots numbered as set forth above their respective names.

NOW, THEREFORE, the Restrictions and Protective Covenants are amended by adding:

"20. Notwithstanding any other provisions of these Restrictions and Protective Covenants, a church building and related improvements may be constructed on Lots 11 and 12, Wasatch View Acres, and those Lots may be used for church purposes, educational purposes, and community purposes and purposes customarily incidental thereto. In connection therewith, the owner of Lots 11 and 12 may erect signs which exceed the limitations of Paragraph 14 above, provided that such signs conform to the ordinances of West Jordan and to any limitations of any special use permit with respect to those Lots."

Said amendment is to be effective upon:

- 1) Approval of the Amendment by the owners of at least ten of the twelve lots in Wasatch View Acres, said approval to be evidenced by signing this Amendment.
- 2) Written consent to the Amendment by any mortgagee or beneficiary of a deed of trust as to lots encumbered by a mortgage or deed of trust if the fee owner has signed this Amendment.

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3) Recording the Amendment in the Office of the Recorder of Salt Lake County, Utah.

Lots 1,2,3,4,9,10,11,12

Stephen J. Rees
Stephen J. Rees

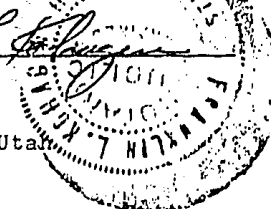
Date: January 19, 1988

Date: _____

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

On the 19th day of January, 1988, personally appeared before me Stephen J. Rees, the signor of the within instrument who duly acknowledged before me that he executed the same.

Franklin L. Ferguson
Notary Public
Residing at:
West Jordan, Utah



My Commission expires: Nov. 27th, 1988

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

On the _____ day of _____, 1988, personally appeared before me _____, the signor of the within instrument who duly acknowledged before me that he executed the same.

Notary Public

Residing at:

My Commission expires:

Lots 1,2,3,4,9,10,11, and 12, are subject to a deed of trust for the benefit of Zions First National Bank recorded September 7, 1983 in Book 5489 at Page 249. The undersigned states that it is the present holder of the note secured by the deed of trust and consents to the Amendment of Restrictions and Protective Covenants set forth above.

Zions First National Bank
By John [Signature]
Date: 1-19-88

ATTEST: _____

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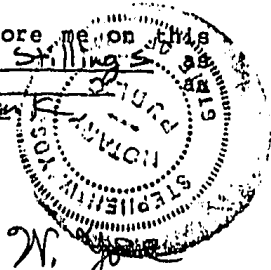
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 19th day of January, 1988, by John Stilling and Vice Presiden of Zions First National Bank

Witness my hand and official seal.

My commission expires: 8-890
residing at: Sandy Utah

Stephen W. [Signature]
Notary Public



Lot 7

David R. Garner Date

Rowland C. Garner Date

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

On the _____ day of _____, 1988, personally appeared before me David R. Garner and Rowland C. Garner, the signors of the within instrument who duly acknowledged before me that they executed the same.

Notary Public

Residing at:

My Commission expires:

Lot 5

Roger D. Stiller

20 January 88
Date

Barlen E. Statler

20 January 88
Date

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

On the 20th day of January, 1988, personally
appeared before me Roger P. Stubbs
and Darlen E. Stubbs
the signors of the within instrument who duly acknowledged before
me that they executed the same.

Franklin S. Robinson
Notary Public
Residing at: West Jordan, Utah

My Commission expires: Nov. 27, 1988

Lot 6

Keith M. Baker _____ 1-25-88
Date
Laura J. Baker _____ 1-25-88
Date

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

On the 25th day of January, 1988, personally
appeared before me Keith M. Baker
and Laura J. Baker
the signors of the within instrument who duly acknowledged before
me that they executed the same.

Franklin S. Robinson
Notary Public
Residing at: West Jordan, Utah

My Commission expires: Nov. 27, 1988