

221899

AMENDMENT TO PROTECTIVE COVENANTS

MILL CREEK HEIGHTS SUBDIVISION, PLAT N

WHEREAS, under date of April 28, 1961, CLYDE E. WILLIAMS COMPANY, a Utah corporation executed certain Protective Covenants covering,

All of Lots 125 to 133, inclusive of MILL CREEK HEIGHTS SUBDIVISION, Plat N, a subdivision of part of the Southwest Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base & Meridian, in the City of Beaufort, County of Davis, State of Utah, according to the official plat thereof.

Which said covenants were filed for record and recorded in the office of the County Recorder of Davis County, State of Utah on May 8, 1961, in Book 208 of Official Records, Page 497, Entry No. 221255, and

WHEREAS, paragraph "F" of said covenants contained a typographical error, and NOW THEREFORE, for and in consideration of the premises, we do hereby amend

Paragraph "F" of said covenants to read as follows:

F. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and to location of the building with respect to topography and finished ground elevation, by a committee, composed of Clyde E. Williams, Geraldine H. Williams, and W. James Ballantyne, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members or member, shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after plans and specifications 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, approval shall not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1964. 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 the lots in this subdivision, and duly recorded appointing a representative, who shall thereafter exercise the same powers and duties previously exercised by said committee.

Executed this 18th day of May, A.D., 1961.

CLYDE E. WILLIAMS COMPANY

Clyde E. Williams, president

Plotted Abstracted
On Indexed
Compared Entered

Fee Paid \$3.00
Recorder, Davis County
Page 514

ORDER No. EMILY T. ELDREDGE
at 10:41 A.M. Book 209
Deputy

Recorded at request of
Date MAY 23 1961
By Grace P. Bybee

STATE OF UTAH
COUNTY OF DAVIS

515

On the 18th day of May, A.D., 1961, personally appeared before me CLYDE E. WILLIAMS, who being duly sworn did say that he is the President of CLYDE E. WILLIAMS COMPANY, a Utah corporation, and that the above instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said CLYDE E. WILLIAMS, acknowledged to me that said corporation executed the same.

My Commission Expires:

5-22-63

Jesse M. Anderson
Notary Public, residing at
Centerville, Utah