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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Parkside Owners Association, Inc.
225 S. 200 E. Suite 300
Salt Lake City, Utah 84111

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04/13/2021 11:55 AM \$208.00
Book - 11155 Pg - 9233-9241
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
PARKSIDE HOA
225 S. 200 E., #300
SALT LAKE CITY UT 84111
BY: ADA, DEPUTY - WI 9 P.

Parcel Identification Nos: 20-36-103-001 through 20-36-103-026

(Space above for County Recorder's Use)

**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PARKSIDE**

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PARKSIDE (the "Amendment") is executed this
12th day of April, 2021, by Parkside Owners Association, Inc., a Utah
nonprofit corporation (the "Association") and MVIII LLC, a Utah limited liability company (the
"Declarant").

RECITALS

A. Declarant caused to be recorded a Declaration of Covenants, Conditions,
Restrictions and Easements for Parkside on April 10, 2018 in the official records of Salt Lake
County as instrument number 12752241 in Book 10664 at pages 5043-5156 (the "Declaration"),

B. The Declaration was recorded against the real property located in Salt Lake County,
State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated
herein (the "Property").

C. The Declarant and the Association desire to amend the Declaration to provide that
the Association will maintain the front and back lawns of the Detached Homes.

D. During the Period of Administrative Control, Declarant, acting without the consent
or approval of the Association or any other Owner, shall have the right to amend the Declaration
pursuant to Section 15.2 of the Declaration.

E. The Period of Administrative Control is still in effect as of the date hereof and
Declarant desires to supplement and/or modify the Declaration.

NOW, THEREFORE, Declarant desires to amend the Declaration as follows:

1. Amendment to Article 1 of the Declaration. Section 1 of the Declaration is
hereby amended by adding the following definitions:

1.13 “**Bound Party**” has the meaning ascribed to it in Section 12.18.5.1.

1.31 “**Detached Home Assessment**” shall mean an Assessment levied against the Detached Homes.

1.32 “**Detached Home Expenses**” shall mean the costs and expenses associated with maintaining and repairing any portion of the exterior of Detached Home lots, including, without limitation, lawn care and mowing.

The numbering in Article 1 will be adjusted to accommodate the insertion of the additional defined terms.

2. **Amendment to Section 2.7 of the Declaration.** Section 2.7 of the Declaration is hereby amended by deleting references to “U.C.A. §17-27-808(7)” and replacing them with references to “U.C.A. §§10-9a-523 and 10-9a-524, as amended, and any successor statute”.

3. **Amendment to Section 5.1 of the Declaration.** The first paragraph of Section 5.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

The Association shall use a reasonable standard of care in providing for the maintenance, repair, and replacement of: (a) the Area of Common Responsibility and the Townhome Common Area, which shall include the following within the Common Area: (i) all landscaping and other flora, including, but not limited to lawns, shrubs, trees, irrigation systems, etc., (ii) all paved surfaces, including, but not limited to, any private streets or drives, sidewalks, walkways, driveways to Units, etc., (iii) fences or walls, (iv) the Common Facilities, including any recreation equipment owned by the Association, and (v) landscaped medians within public rights-of-way throughout the Community (subject to the terms of any license agreements pertaining thereto); (b) the lawns, including inside fenced areas, of the Detached Homes; and (c) the exterior elements of all Townhomes, including, but not limited to, exterior walls, roofs, rain gutters and downspouts, overhangs, gables and eaves, exterior side of outside doors and garage doors, exterior lighting, porches, decks (installed as part of the original construction), railings, patios, etc., including, but not limited to, all necessary routine maintenance inspections, maintenance, and repairs; provided, however, to the extent that any of the exterior elements of a Townhome is considered Exclusive Common Area and/or exclusively used by the Owner of a Townhome, such as a balcony or patio, the Association may elect to exclude such area and improvements from its maintenance and repair obligations. The Association shall not have any obligation to maintain the exterior elements of any Detached Home or any Exclusive Common Area Improvements. The Association will provide reasonable snow removal over sidewalks, driveways, and walkways within the Community pursuant to the snow and ice removal plan adopted by the Board and as amended from time to time. The Association’s obligations shall be subject to the Association’s and the Owner’s repair and restoration obligations in the event of any damage or destruction as discussed more particularly in Article VII. The Association may maintain other property that it does

not own, including, without limitation, property dedicated to the public, such as park strips, if the Board determines that such maintenance is necessary or desirable in its discretion.

4. **Amendment to Section 5.2 of the Declaration.** Section 5.2.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.2.1 General. Each Owner shall maintain and repair the interior of its Unit, any Exclusive Common Area Improvements owned by such Owner; and any portion of Exclusive Common Area the Association elects not to maintain. Each Owner of a Detached Home will maintain and repair the exterior elements of its Detached Home and any portion of the Parcel upon which the Detached Home is located (except for lawn care and mowing if performed by the Association), along with any Regulated Modification and fence, in a good, attractive, clean, and sanitary condition. Since snow and ice removal cannot occur simultaneously throughout the entire Community and there may be time delays in removing snow and ice and snow and ice removal may not occur when snowfall does not exceed a minimal threshold, there may be instances where snow and ice may be present on sidewalks, walkways and driveways within the Community. Except to the extent performed by the Association pursuant to Section 5.1 above, an Owner will remove snow and ice from walkways and driveways immediately adjacent to their Unit as designated on the snow and ice removal plan adopted by the Board and as amended from time to time. Each Owner shall comply with any and all applicable Laws and shall not cause or permit any private or public nuisance on its Unit, such as excessive noise, odor, dust, vibration, or any other activity that would reasonably disturb other Owners and Occupants within the Community. It is represented and acknowledged that decks attached to Units may not be designed to handle heavy loads, such as spas and plants, and deck surfaces are not designed to have regular watering of plants, which will leak soil additives onto the deck and damage the deck. The Association reserves the right to establish and promulgate a maintenance manual regarding the maintenance of decks and other items. The Owner shall comply with the requirements set forth in such maintenance manual relating to items of Owner's responsibility. The Owner releases the Association, the Declarant, any architects, contractors and suppliers for any damage to the decks resulting from Owner's actions or failure to comply with the maintenance recommendations related to the Unit, any decks, and any other element of the Residence.

5. **Amendment to Section 11.3 of the Declaration.** Paragraph 11.3(h) of the Declaration is hereby deleted in its entirety and replaced with the following:

(h) The Rules and Regulations shall treat similarly situated Owners similarly, except that Rules and Regulations may vary according to the level and type of service that the Association provides to Owners and differ between Townhomes and Detached Homes, and residential and nonresidential uses, if any or if applicable.

6. **Amendment to Section 12.1 of the Declaration**. The first paragraph of Section 12.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board, to be commenced at the time and in the manner set forth in Section 12.4. There shall be five (5) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Townhome Assessments that are assessed against the Owners of the Townhomes to reimburse the Association for costs incurred by the Association related to the Townhomes and for which the Association does not incur related to the Detached Homes, such as, for illustration purposes only, premiums and deductibles for insurance coverage for the Townhomes and the cost to maintain the Townhome Common Areas and the exterior elements of Townhomes and Limited Common Areas; (c) Detached Home Assessments as addressed in Section 12.4; (d) Parcel Assessments, as described in Section 12.5.3; and (e) Special Assessments as described in Section 12.5. Each Owner, by acceptance of a deed is deemed to covenant and agree to pay these Assessments.

7. **Amendment to Article 12 of the Declaration**. The following shall be added as Section 12.4 of the Declaration. In light of adding a new Section 12.4 to the Declaration, the other Sections of Article 12 thereafter will be renumbered and any references to those renumbered Sections of Article 12 will refer to the applicable renumbered Section.

12.4 Computation of Detached Home Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Detached Home Expenses of the Association during the coming year.

The Detached Home Assessments shall be equally allocated to all Detached Homes within the Community.

During the Period of Administrative Control, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Detached Home Assessments for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 12.2 above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Detached Home Expense budget that shall be made available to Owners of the Detached Homes. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

The Board shall cause a copy of the Detached Home Expense budget and notice of the amount of the Detached Home Assessment to be presented to the Owners of the Detached Homes. After the Period of Administrative Control, the

budget and the amount of the Detached Home Assessment shall become effective unless disapproved by at least fifty-one percent (51%) of all of the allocated voting interests of the Owners of the Detached Homes in the Association. The budget may also be disapproved if within forty-five (45) days after the date of the meeting where the budget is presented, there is a vote of disapproval by at least fifty-one percent (51%) of all of the allocated voting interests of the Owners of the Detached Homes in the Association, and the vote is taken at a special meeting called for that purpose by Owners of the Detached Homes under this Declaration or the Governing Documents. If the budget is disapproved, the budget that the Board last adopted that was not disapproved by the Owners of the Detached Homes continues as the budget until and unless the Board presents another budget to the Owners of the Detached Homes and that budget is not disapproved. During the Period of Administrative Control, Owners of the Detached Homes may not disapprove of a budget. Notwithstanding the preceding, if the Association is required by Law to carry insurance and/or incur costs associated with the Detached Homes, the Owners of the Detached Homes cannot disapprove of expenses that the Association is legally obligated to incur.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

During the Period of Administrative Control, the Owners of Detached Homes may not disapprove of the budget and the amount of the Detached Home Assessment.

8. Amendment to Section 14.19 of the Declaration. The following shall be added at the end of Section 14.19 of the Declaration:

Notwithstanding anything herein to the contrary contained herein, this Declaration shall not be amended, and the Association shall not adopt rules, to prohibit or have the effect of prohibiting reasonably sited and designed solar collectors, clotheslines, or other energy devices based on renewable resources on Detached Homes erected on Parcels in the Community in accordance with Section 701 of the Act. To the extent permitted by applicable law, this Section shall not be amended or deleted without the City's approval.

9. Use of Defined Terms. Terms that are capitalized or not capitalized in the Declaration, but are defined in Section 1 of the Declaration, shall have the meanings ascribed to such terms as set forth in Section 1 of the Declaration.

10. Miscellaneous. The recitals are hereby incorporated into this Amendment. Any defined terms used herein that are not defined herein shall have the definitions ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect and are incorporated herein as amended hereby.

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first above written.

MVIII LLC,
a Utah limited liability company

By: [Signature]
Name (Print): JUSTIN PETERSON
Title: MANAGER

PARKSIDE OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: [Signature]
Name (Print): JUSTIN PETERSON
Title: MANAGER

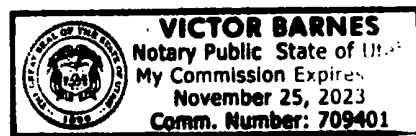
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12th day of April, 2021, before me Victor Barnes, a notary public, personally appeared Justin Y. Peterson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he/she executed the same in his capacity as manager of MVIII LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
11/25/23



STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On this 12th day of April, 2021, before me
Victor Barnes, a notary public, personally appeared
Justin V Peterson, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to in this document, and acknowledged that
he/she executed the same in his capacity as President of the Parkside Owners Association, Inc., a
Utah nonprofit corporation.

WITNESS my hand and official seal.

Victor Barnes
Notary Public

My Commission Expires:
11/25/23

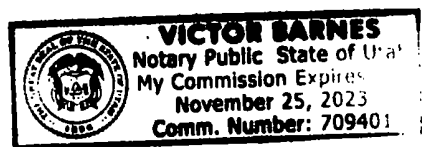


EXHIBIT "A"

**LEGAL DESCRIPTION
PREPARED FOR
PARKSIDE SUBDIVISION
WEST JORDAN CITY, UTAH**

(April 6, 2018)

OVERALL BOUNDARY DESCRIPTION

A portion of the NW 1/4 of Section 36, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the South line of CLAY HOLLOW B Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, located N89°55'40"W along the Section line 1,353.69 feet and South 308.00 feet from the North 1/4 Corner of Section 36, T2S, R2W, SLB&M; thence along said plat the following three (3) courses and distances: S89°55'40"E 310.93 feet (CLAY HOLLOW B: S89°56'36"E); thence along the arc of a curve to the right having a radius of 250.00 feet a distance of 189.32 feet through a central angle of 43°23'18" Chord: S68°14'01"E 184.83 feet; thence S46°32'22"E 2.22 feet (CLAY HOLLOW B: S46°33'18"W); thence S43°27'38"W along said plat (CLAY HOLLOW B: S434°26'42"W) and along the Northwesterly line of THE RANCHES No. 3 Subdivision, according to the official plat thereof on file in the Office of the Salt Lake County Recorder, 324.96 feet (THE RANCHES No. 3: S43°27'43"W); thence along said plat the following 2 (two) courses and distances: S46°32'22"E 228.00 feet (THE RANCHES No. 3: S46°32'17"E); thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S01°032'22"E 21.21 feet to the Northwesterly corner of THE RANCHES No. 4 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said plat the following four (4) courses and distances: S43°28'54"W 250.00 feet (THE RANCHES No. 4: S43°27'43"W); thence S46°32'03"E 60.00 feet (THE RANCHES No. 4: S46°32'17"E); thence Easterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S46°33'12"E) a distance of 23.56 feet through a central angle of 90°00'41" Chord: N88°27'08"E 21.21 feet; thence S46°32'03"E 960.50 feet (THE RANCHES No. 4: S46°32'17"E) to the North right-of-way line of Grizzly Way; thence along said North right-of-way line the following three (3) courses and distances: S43°27'43"W 48.71 feet; thence along the arc of a curve to the right with a radius of 455.00 feet a distance of 277.94 feet through a central angle of 35°00'00" Chord: S60°57'43"W 273.64 feet; thence S78°27'43"W 7.30 feet; to the Southeast corner of Phase 4, ISLAND PARK Subdivision, according the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said plat and along the North line of Phase 3, ISLAND PARK Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder the following three (3) courses and distances: N110°31'50"W 227.70 feet; thence N46°32'17"W 571.91 feet; thence S89°41'33"W 627.55 feet to the Southeast corner of STONE CREEK WEST ONE Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N00°04'20"E along said plat 849.18 feet (STONE CREEK WEST ONE: N00°03'24"E) to the Southwesterly corner of said CLAY HOLLOW B Subdivision; thence along said plat the following four (4) courses and distances: S89°55'40"E 53.15 feet (CLAY HOLLOW B: N89°56'36"W); thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°55'40"E) a distance of

23.56 feet through a central angle of 90°00'00" Chord: N45°04'20"E 21.21 feet; thence S89°55'40"E 12.00 feet (CLAY HOLLOW B: S89°56'36"E); thence N00°04'20"E 60.00 feet (CLAY HOLLOW B: N00°03'24"E); thence S89°55'40"E 270.15 feet (CLAY HOLLOW B: S89°56'36"E) to the point of beginning.