



WHEN RECORDED RETURN TO:  
1586 E. Stratford Avenue, Suite 4  
Salt Lake City, UT 84106

## **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STANFORD COMMONS SUBDIVISION, PUD**

This Amendment (the “Amendment”) to the Declaration of Covenants, Conditions, and Restrictions for Stanford Commons Subdivision, PUD is made and entered into as of the 17 day of April, 2023, by Stanford Commons, LLC, a Utah limited liability company (“Declarant”).

### **RECITALS**

- A. That certain property located in Salt Lake County, Utah, which property is legally described in Exhibit A attached hereto and incorporated herein (the “Property”), is subject to a certain Declaration of Covenants, Conditions, and Restrictions for Stanford Commons Subdivision, PUD, which was recorded by Declarant in the offices of the Salt Lake County Recorder on October 14, 2021 as Entry No. 13798526, in Book 11253, pages 8367 *et seq.* (the “Declaration”). Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Declaration.
- B. Pursuant to Section 12.1.3 of the Declaration, Declarant now desires to exercise its right to unilaterally amend certain terms of the Declaration.

### **AMENDMENT**

NOW, THEREFORE, the Declarant, acting pursuant to authority set forth in Section 12.1.3 of the Declaration, hereby declares as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Amendment in their entirety.
2. **Pets.** Section 7.9 of the Declaration is hereby amended to contain the following sentence, in addition to the text already present:

“No animal recognized under federal law (including, without limitation, the Federal Fair Housing Act, as amended) as being an assistance animal (including, without limitation, service animals or emotional support animals) shall be considered a pet for the purposes of this Section 7.9, and the foregoing restrictions on the number of pets allowed to be kept on any Lot shall not apply to such assistance animals in that any assistance animal shall not be counted towards the total number of pets an Owner or Resident may keep on a Lot.”
3. **Administrative Control of the Association.** Section 9.1 of the Declaration is deleted in its entirety and replaced by the following:

## “9.1 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the later of either (A) one (1) year after the Turnover Meeting or (B) the last Lot is transferred from Declarant to another party. Declarant may specify which individuals on such interim Board shall serve in which positions as officers, conditioned on such individual’s acceptance of appointment.

The Turnover Meeting shall be held at the Declarant’s option and sole discretion but shall not be held later than one (1) year from the date the last Lot to be developed upon the Project is sold to a person that does not qualify as a successor in interest to the Declarant.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to the Owners and the Turnover Meeting shall be held within ninety days of such notice.”

4. **Bylaws.** The Bylaws of Stanford Commons Homeowners Association, Inc. were recorded contemporaneously with and as Exhibit B to the Declaration (the “Bylaws”) and Declarant has retained power, through Section 12.1.3 of the Declaration, to amend any portion of the Declaration, of which the Bylaws are a part. Therefore, Declarant hereby amends Sections 3.2, 3.3 and 3.4 of the Bylaws.

The first sentence of Section 3.2 of the Bylaws shall be deleted and replaced with the following sentence:

“After the interim Board’s one year term referenced in Section 9.1 of the Declaration expires, Directors shall serve for a term of two years and shall serve until their successors have been elected.”

The first sentence of Section 3.3 of the Bylaws shall be deleted and replaced with the following sentence:

“After the interim Board’s one year term referenced in Section 9.1 of the Declaration expires, director vacancies, for any reason other than the removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors.”

The first sentence of Section 3.4 of the Bylaws shall be deleted and replaced with the following sentence:

“After the interim Board’s one year term referenced in Section 9.1 of the Declaration expires, a Director may be removed with or without cause by vote of a majority of a quorum of Owners.”

The first sentence of the second paragraph of Section 3.4 of the Bylaws shall be deleted and replaced with the following sentence:

"After the interim Board's one year term referenced in Section 9.1 of the Declaration expires, any Director who allows his assessments to become more than ninety days past due may be removed and replaced by vote of a majority of the Board."

5. **Effect of Amendment.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration or Bylaws, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same. This Amendment shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Units within the Project. Any provision of this Amendment which is determined by a court of competent jurisdiction to be unenforceable shall be severed from this Amendment without affecting the enforceability and effectiveness of all remaining provisions.

IN WITNESS WHEREOF, the Declarant, acting pursuant to authority granted under the Declaration, has executed this Amendment as of the date first set forth above.

**DECLARANT:**

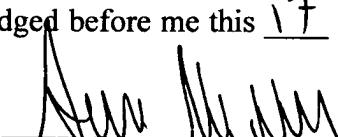
STANFORD COMMONS, LLC, a Utah limited liability company

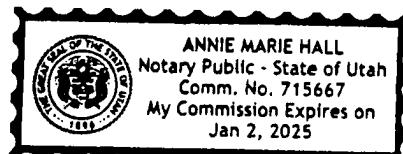
By:   
Phillip Winston, Manager

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

The foregoing instrument was acknowledged before me this 17 day of April, 2023, by Phillip Winston, in the capacity stated above.

My commission expires: 1.2.25

  
Notary Public  
Residing at Salt Lake County



**EXHIBIT A**

**Legal Description**

BEGINNING AT A POINT 393.14 FEET SOUTH FROM THE SOUTHEAST CORNER OF BLOCK 9, SUNNYSIDE PARK SUBDIVISION, A SUBDIVISION LOCATED IN BLOCK 27, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 81.36 FEET; THENCE WEST 128.54 FEET, MORE OR LESS TO THE EASTERLY LINE OF FOOTHILL DRIVE; THENCE NORTH 33°15'00" WEST ALONG SAID EASTERLY LINE 86.13 FEET; THENCE NORTH 64°28'05" EAST 80.12 FEET; THENCE SOUTH 25°45'07" EAST 67.66 FEET; THENCE NORTH 64°14'53" EAST 82.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 11,696 SQ. FT. OR 0.269 ACRES, MORE OR LESS.

**Parcel Nos.:** **16-10-309-001-0000**  
**16-10-309-002-0000**  
**16-10-309-003-0000**  
**16-10-309-004-0000**