

14323737 B: 11538 P: 1486 Total Pages: 8
12/11/2024 02:07 PM By: Jattermann Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BYSON WEED
294 S 850 ECENTERVILLE, UT 84014



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS OF SUGAR HOUSE 4 PLEX**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS OF SUGAR HOUSE 4 PLEX (this “**Amendment**”) is made as of December 11, 2024 (the “**Effective Date**”), by ISL Development I LLC, a Utah limited liability company (“**Declarant**”), and Maria Alejandra Gonzalez Ferrua and Gliceida Maria Galarza Fortuna.

RECITALS

A. Declarant executed that certain Declaration of Covenants, Restrictions, and Easements of Sugar House 4 Plex dated as of June 4, 2024, recorded in the official records of Salt Lake County, Utah on June 20, 2024, as Instrument No. 14254743 at Book 11499, Page 2265 (the “**Declaration**”).

B. Declarant is the owner of fee title of the property legally described on Exhibit A-1 attached hereto and incorporated herein (“**Lots 1-3**”), and Maria Alejandra Gonzalez Ferrua and Gliceida Maria Galarza Fortuna are, collectively, the owner of fee title of the property legally described on Exhibit A-2 attached hereto and incorporated herein (“**Lot 4**”; with Lots 1-3, the “**Property**”). The Property constitutes the entirety of the property subject to the Declaration.

C. Pursuant to Section 9.02 of the Declaration, if Declarant owns a Parcel and one or more other Owners also own a Parcel, then Declarant and one other Owner may amend the Declaration.

D. Declarant, Maria Alejandra Gonzalez Ferrua and Gliceida Maria Galarza Fortuna, as the Owners of the Property, now desire to amend the Declaration in the manner set forth below in order to, among other things, provide for the installation, maintenance, operation, and access of a vehicular parking area on the east 25 feet of the south 56.23 feet of Lot 1 of the Property, which area is owned by Declarant and is depicted on Exhibit B attached hereto (the “**Parking Area**”).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Owners of the Property amend the Declaration as follows:

1. Terms. Capitalized terms not defined herein shall otherwise have the meaning ascribed to them in the Declaration.

2. Parking Easement. The Owner of each Parcel is hereby granted, for the benefit of its Parcel, a perpetual, non-exclusive, appurtenant easement in, over, upon, through, and across the Parking Area for vehicular parking use (the “**Parking Easement**”), and, in the event such parking use is not legally permitted, for such other use as may reasonably be determined by the Association in accordance with Section 3 below. The Owners’ exercise of such easement rights shall not unreasonably interfere with the use and enjoyment of any other Parcels. Such easement rights shall run with the land and shall be exclusively for the benefit of the Owners and occupants of the Parcels and may not be assigned or transferred to any party that is not an Owner or occupant of a Parcel without the prior written consent of the Owners of all of the Parcels.

3. Operation and Maintenance of Parking Area. The Association shall, at its reasonable discretion and in compliance with the terms of the Declaration, provide for and control the use, maintenance, and operation of the Parking Area, including instituting reasonable rules for the use thereof. Each Owner shall have the right to equal access to, and use and enjoyment of, the Parking Area, and any related rules and regulations shall be equally enforced. The use of the Parking Area shall be subject to all applicable laws, codes, and ordinances. In the event that the Parking Area cannot be used for parking, it may, subject to the provisions of this Amendment, be used for such other legally-permitted purposes beneficial to the Owners as the Association may reasonably determine, in which event each Owner shall have the same access rights, subject to the same restrictions and Association rights of control and regulation, as are granted herein with respect to the Parking Easement. The Parking Area shall be considered part of the Common Elements and reasonable costs related to its maintenance and operation may be included as part of the Shared Expenses.

4. Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one in the same instrument.

6. Governing Law. This Amendment shall be interpreted, construed, and enforced in accordance with the laws of the State of Utah.

7. Conflict with Declaration. Except as specifically set forth to the contrary in this Amendment, Declarant hereby ratifies, confirms, and incorporates by reference herein as if fully set forth, each and every term, representation, warranty, condition, and covenant of the Declaration, which shall remain in full force and effect. In the event of any conflict between the terms of the Declaration and this Amendment, the terms of this Amendment shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment has been executed by Declarant as of the Effective Date.

DECLARANT

ISL Development I LLC,
a Utah limited liability company

By: ISL SH Portfolio LLC,
a Utah limited liability company, its sole
member

By: Bryson Weed
Print Name: Bryson Weed
Title: Managing Partner

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 11 day of December, in the year 2024 before me, Elizabeth Flowers, personally appeared Bryson Weed, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence, and did say that he is the Managing Partner of ISL SH Portfolio LLC, which entity is the sole member of ISL Development I LLC, and that said document was signed by him on behalf of said limited liability company by authority of its bylaws or resolution of its board of directors, and said Bryson Weed acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

Elizabeth Flowers
Print Name:
A Notary Public Commissioned in Utah

(seal)



MARIA ALEJANDRA GONZALEZ FERRUA

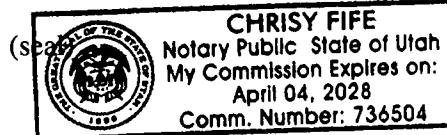
By: Maria Alejandra Gonzalez Ferrua
Print Name: Maria Alejandra Gonzalez Ferrua

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 4 day of Dec, in the year 2021 before me, Chrisy Fife, personally appeared Maria Alejandra Gonzalez Ferrua, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence.

Witness my hand and official seal.

Print Name: Christy Fitt
A Notary Public Commissioned in Utah



GLICEIDA MARIA GALARZA FORTUNA

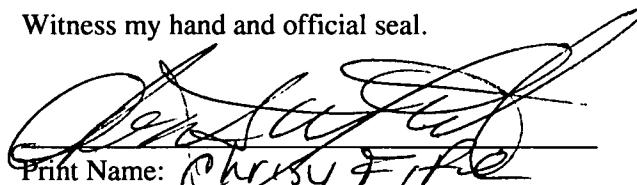
By: 

Print Name: Gliceida Maria Galarza Fortuna

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 4 day of Dec, in the year 2021, before me Chrisy Fife, personally appeared Gliceida Maria Galarza Fortuna, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document in my presence.

Witness my hand and official seal.



Print Name: Chrisy Fife
A Notary Public Commissioned in Utah

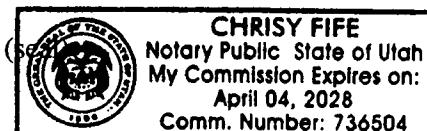


Exhibit A-1

Legal Description of Lots 1-3

Lots 1 through 3, SUGAR HOUSE 4 PLEX, All of Lot 21 and 22, Blocks 14 & 15 of Forest Dale, located in the Northeast Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah.

Exhibit A-2

Legal Description of Lot 4

Lot 4, SUGAR HOUSE 4 PLEX, All of Lot 21 and 22, Blocks 14 & 15 of Forest Dale, located in the Northeast Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah.

Exhibit B

Depiction of the Parking Area

