

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
MILL POND PUD "G"  
(A Planned Unit Development of Stansbury Park, Utah)**

THIS AMENDMENT TO DECLARATION of covenants, conditions, and restrictions, made and executed this 8th day of March, 1973, in the County of Tooele, State of Utah, by TERRACOR, a Utah corporation, hereinafter referred to as "Declarant."

**300067**

WITNESSETH:

No. \_\_\_\_\_  
RECORDED AT THE REQUEST OF \_\_\_\_\_  
DATE MAR 27 1973 TIME 4:50 P.M.  
BOOK 119 OF RECORDS PAGE 98 FEE 5.12  
\_\_\_\_\_  
Tooele County Recorder  
IDA JOHNSON LONG

WHEREAS, Declarant is owner of that certain real property in Tooele County, State of Utah, which has heretofore been described as:

Mill Pond PUD "G", Planned Unit Development, Stansbury Park, Utah, according to the official plat map thereof on file in the office of the County Recorder, Tooele County, Utah,

which was more particularly described as:

Beginning on the southwesterly line of Mill Pond Boulevard at a point N 10° 04' 51" E 927.38 ft. from the west quarter corner of Section 15, T2S, R4W, Salt Lake Base and Meridian, Tooele County, Utah; which point is a 40 ft. perpendicular distance from the centerline of said Boulevard, and running thence S 45° 13' E 296.00 ft. to point of curvature to a 915 ft. radius curve to the left, thence southeasterly along said curve for an arc distance of 305.65 ft. (central angle = 19° 08' 22"), thence S 44° 47' W 516 ft., more or less to the meander line of the Mill Pond, thence northwesterly along the meander line of the Mill Pond, thence northwesterly along the meander line 640 ft. more or less to a point S 44° 47' W of point of beginning, thence N 44° 47' E 635 ft. more or less to point of beginning, containing 7.7 acres, more or less,

and which real property shall hereafter be known and described as:

Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, Utah, according to the official plat map thereof on file in the office of the County Recorder, Tooele County, Utah,

and which shall hereafter be more particularly described as:

Beginning on the southwesterly line of Stansbury Parkway at a point N 10° 04' 51" E 927.38 ft. from the west quarter corner of Section 15, T2S, R4W, Salt Lake Base and Meridian, Tooele County, Utah; which point is a 40 ft. perpendicular distance from the center line of said

*529 So Temple  
S. O. City*

Parkway, and running thence S 45° 13' E 296.00 ft. to point of curvature to a 915 ft. radius curve to the left, thence southeasterly along said curve for an arc distance of 305.65 ft. (central angle = 19° 08' 22"), thence S 44° 47' W 516 ft., more or less to the meander line of the Mill Pond, thence northwesterly along the meander line of the Mill Pond, thence northwesterly along the meander line 640 ft. more or less to a point S 44° 47' W of point of beginning, thence N 44° 47' E 635 ft. more or less to point of beginning, containing 7.7 acres, more or less.

WHEREAS, Declarant desires to amend its Declaration of Covenants, Conditions, and Restrictions, Mill Pond PUD "G" (A Planned Unit Development of Stansbury Park, Utah), dated the 28th day of August, 1972, and filed in the office of the County Recorder, Tooele County, State of Utah, on the 15th day of September, 1972, for the purpose of reaffirming said Declaration of Covenants, Conditions, and Restrictions with respect to said Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, Utah;

WHEREAS, Declarant shall convey the properties contained and described in said Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, Utah, subject to those certain protective covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth and contained in said Declaration of Covenants, Conditions, and Restrictions, Mill Pond PUD "G", (A Planned Unit Development of Stansbury Park, Utah), as herein amended and as hereafter amended in the manners specified therein.

NOW, THEREFORE, Declarant, pursuant to the provisions of Section 3, Article X, of that Declaration of Covenants, Conditions, and Restrictions, Mill Pond PUD "G", (A Planned Unit Development of Stansbury Park, Utah), hereby amends said Declaration of Covenants, Conditions, and Restrictions in the following respects:

1. The first Recital Clause of said Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

WHEREAS, Declarant is the owner of certain property in the County of Tooele, State of Utah, which is described as:

Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, Utah, according to the official plat map thereof on file in the office of the County Recorder, Tooele County, Utah,

and which is more particularly described as:

Beginning on the southwesterly line of Stansbury Parkway at a point N 10° 04' 51" E 927.38 ft. from the west quarter corner of Section 15, T2S, R4W, Salt Lake Base and Meridian, Tooele County, Utah; which point is a 40 ft. perpendicular distance from the centerline of said Parkway, and running thence S 45° 13' E 296.00 ft. to point of curvature to a 915 ft. radius curve to the left, thence southeasterly along said curve for an arc distance of 305.65 ft. (central angle = 19° 08' 22"), thence S 44° 57' W 516 ft., more or less to the meander line of the Mill Pond, thence northwesterly along the meander line of the Mill Pond, thence northwesterly along the meander line 640 ft. more or less to a point S 44° 47' W of point of beginning, thence N 44° 47' E 634 ft. more or less to point of beginning, containing 7.7 acres, more or less.

2. Section 3, Article I, of said Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

Section 3. "Common Area" shall mean and refer to all areas of real property shown on the recorded plat map of the Properties and intended for and dedicated to the common use and enjoyment of the homeowners therein, which common area is more particularly described as:

Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, according to the official subdivision plat map thereof on file in the office of the County Recorder, Tooele County, State of Utah, but excepting therefrom those lots identified as Numbers 1 through 68 inclusive and all street areas dedicated to said Tooele County according to said official plat map.

3. Section 10, Article I, of said Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

Section 10. "Townhouse" or "Townhouse Unit" shall mean and refer to a single family dwelling unit as shown on the subdivision plat map, with or without walls or roofs in common with other single family dwelling units and which shall include the following:

(a) Fee title to the real property lying directly below said single family dwelling unit;

(b) An equal and undivided interest in the use of the Common Area, as defined and described above, subject to the rights of the Association as set forth in Article III below.

4. Section 11, Article I, of said Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

Section 11. "Quadrominium" or "Quadrominium Unit" shall mean and refer to a single family dwelling unit, as shown on the subdivision plat map, with or without walls or roofs in common with three (3) other single family dwelling units and which shall include the following:

(a) Fee title to the real property lying directly below said single family dwelling unit;

(b) An equal and undivided interest in the use of the Common Area, as defined and described above, subject to the rights of the Association as set forth in Article III below.

5. Section 1, Article X, of said Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

Section 1. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction,

either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. Declarant does, by the execution of this Amendment to Declaration of Covenants, Conditions, and Restrictions, Mill Pond PUD "G" (A Planned Unit Development of Stansbury Park, Utah), reaffirm its previously declared intent to convey the properties contained and described in Mill Pond PUD "G" Amended, Planned Unit Development, Stansbury Park, Utah, subject to those certain protective covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth and contained in that Declaration of Covenants, Conditions, and Restrictions, Mill Pond PUD "G", (A Planned Unit Development of Stansbury Park, Utah), as herein amended and as hereafter amended in the manner specified therein.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

TERRACOR, a Utah corporation

By: [Signature]  
Its: President

March 8, 1973  
APPROVED AS TO FORM  
TERRACOR LEGAL DEPARTMENT  
BY: [Signature]

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On the 23rd day of March, A.D. 1973, personally appeared before me Ian M. Cumming who being by me duly sworn did say that he, the said Ian M. Cumming is the President of TERRACOR, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Ian M. Cumming duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Nancy P. Johnson  
Notary Public

My Commission Expires:  
February 17, 1977

Residing at:  
Granger, Utah