

Ent: 396612 - Pg 1 of 5
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Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: SEDLEGAL (ACH)

After Recording Return To:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Starside Phase 1 – Parcel 9, an Expandable Utah Planned Unit Development (“Declaration”) is executed on the date set forth below by the Starside Phase 1 – Parcel 9 Homeowners Association, Inc. (“Association”).

RECITALS

A. Real property in Tooele County, Utah, known as Starside Phase 1 – Parcel 9, an Expandable Utah Planned Unit Development was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded January 18, 2007, in the Tooele County Recorder’s Office as Entry No. 276287;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to create certain use restrictions to address activities that are not conducive to the nature and intent of the community and to clarify declarant’s rights;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. As required by Declaration Article III, Section 32(a) and (g), the Board certifies that Owners representing at least 67% of the total undivided ownership interest in the Common Area and Facilities have affirmatively approved these amendments;

F. As required by Declaration Article III, Section 32(f), Declarant has consented to these amendments;

G. No holders, insurers, or guarantors of a Mortgage have given the Association the necessary written requests required by Declaration Article III, Section 31(e) to be considered an Eligible Mortgagee. Because there are no Eligible Mortgagees, the consents required by Declaration Article III, Section 32(i) are unnecessary;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration as follows:

Declaration Article I, Section 39 shall be amended in its entirety to read as follows:

39. Period of Declarant's Control shall mean and refer to a period of time commencing on the date the Declaration was recorded and terminating 90 days after the sale of the last Lot after all Additional Land has been added.

Declaration Article I, Section 48 shall be amended in its entirety to read as follows:

48. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial, or 1-ton or greater vehicle; motor home; tractor; golf cart; all-terrain vehicle (ATV); motorized dirt bike; snowmobile; boat or other watercraft (whether motorized or not); trailers of any kind; mobile home; camper; or any other recreational or commercial transportation device of any kind.

Declaration Article III, Section 4(b)(3)(a) and (b) shall be amended in its entirety to read as follows:

(a) The Class B Member shall be entitled to one vote for every Lot it owns and two votes for every Lot owned by any other Owner.

(b) The Class B Membership and the Class B Control Period shall terminate 90 days after the sale of the last Lot after all Additional Land has been added.

After the termination of the Class B Control Period, Declarant shall call a meeting, in the manner described in the By Laws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

Declaration Article III, Section 8(e)(3) shall be amended in its entirety to read as follows:

(3) Removing Garbage, Dust, and Debris. All rubbish, trash, refuse, waste dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Lot, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard, and shall be disposed of within dumpsters provided by the Association. Garbage cans and other trash receptacles shall be stored so that they are screened from view from the street. Garbage cans and other trash receptacles shall only be placed on the street curb the night prior to garbage collection and shall be removed from view by the morning after garbage collection.

Declaration Article III, Section 8(e)(11)(b) shall be amended in its entirety to read as follows:

b. The parking areas are not designed for Recreational, Commercial or Oversized Vehicles. Except during periods of active loading or unloading, Recreational, Commercial or

Oversized Vehicles shall be stored in a way that they are screened from view of the street or stored outside the Project. The Management Committee has the right to make additional rules and regulations concerning the use and storage of Recreational, Commercial or Oversized Vehicles.

Declaration Article III, Section 8(e) shall be amended to add paragraph (23), which shall read as follows:

(23) Sheds. Sheds shall be constructed of materials similar to those used to construct the Single Family Residence and shall coordinate with the colors of the Single Family Residence. Vinyl, plastic, tin, or metal sheds are prohibited.

Declaration Article III, Section 8(e) shall be amended to add paragraph (24), which shall read as follows:

(24) Holiday Lights/Décor/Signs/Flags. Holiday lights and holiday decorations may be displayed 30 days prior to the holiday and shall be removed, weather permitting, within 15 days after the holiday. An Owner may not display any signs or banners, except that an Owner may display a "for sale" or "for rent" sign during the period a Lot is being actively marketed. The "for sale" or "for rent" sign shall not exceed 30 inches by 30 inches. The American flag may be displayed in accordance with state and Federal law. No other flags shall be displayed unless part of holiday décor as described above.

Declaration Article III, Section 8(e) shall be amended to add paragraph (25), which shall read as follows:

(25) Landscape Installation Timeline. Owner shall complete landscape installation within one year from the date of issuance of the certificate of occupancy for Owner's Lot.

Declaration Article III, Section 8(e) shall be amended to add paragraph (26), which shall read as follows:

(26) Lot Drainage. Each Lot has an Established Drainage Pattern (EDP), which is the drainage pattern of the Lot at the time the certificate of occupancy was issued. Depending on the topography of each Lot, additional grading or improvements may have been performed to facilitate the drainage of the property and that of the surrounding lots. Each Owner shall ensure that all drainage improvements, facilities, or modifications put in place by the Declarant or other local governing bodies are maintained, unaltered, and remain unobstructed to enable water flow consistent with the EDP. Additionally, each Owner shall ensure that no structure, plant, improvement or other material may be placed or permitted to remain, or other activity undertaken, which may: (a) Damage or interfere with the EDP or with established public utility easements or lot ratios; (b) Create erosion or sliding problems; (c) Change the direction or flow of drainage channels; or (d) Obstruct the flow of water through the channels.

If an Owner interferes with the EDP, the Owner shall restore the property to its original condition and pay for any damages, including attorney's fees, incurred by Declarant or the Association to enforce this provision of the Declaration. The Owner shall also be liable for all damages to other Lots caused by the Owner's interference with the EDP, regardless of whether Declarant or the Association takes action to enforce this damage clause.

Declaration Article III, Section 32(a) shall be amended in its entirety to read as follows:

a) Amendment. Except as provided elsewhere in this Declaration including by way of illustration but not limitation to sections pertaining to the addition or annexation of any land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the total votes in the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the ___ day of _____, 2014.

STARSLIDE PHASE 1 – PARCEL 9 HOMEOWNERS ASSOCIATION, INC.

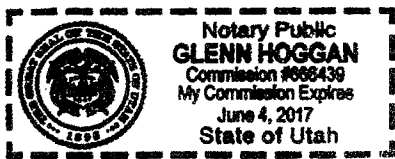


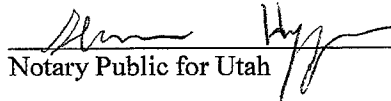
President

Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 4th day of March, 2014, LIVANO PETERS and _____ personally appeared before me and proved to me on the basis of satisfactory evidence to be the persons whose names appear on this instrument, and being first duly sworn, did personally say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.





Notary Public for Utah

**EXHIBIT A
LEGAL DESCRIPTION**

ALL LOTS STARSIDE PHASE 1 – PARCEL 9 PUD, A PLANNED UNIT DEVELOPMENT AS SHOWN ON THE OFFICIAL MAP THEREOF ON FILE IN THE TOOELE COUNTY RECORDER’S OFFICE.

Parcel ID Nos.: 16-018-0-0101 and all others located in Starside Phase 1 – Parcel 9 PUD.

ALL LOTS STARSIDE PHASE 2 – PARCEL 9 PUD, A PLANNED UNIT DEVELOPMENT AS SHOWN ON THE OFFICIAL MAP THEREOF ON FILE IN THE TOOELE COUNTY RECORDER’S OFFICE.

Parcel ID Nos.: 16-040-0-0201 and all others located in Starside Phase 2 – Parcel 9 PUD.

ALL LOTS STARSIDE PHASE 3 PUD, A PLANNED UNIT DEVELOPMENT AS SHOWN ON THE OFFICIAL MAP THEREOF ON FILE IN THE TOOELE COUNTY RECORDER’S OFFICE.

Parcel ID Nos.: 18-056-0-0301 and all others located in Starside Phase 3 PUD.