

7700269

7700269
08/17/2000 04:15 PM 23.00
Book - 8381 Pg - 6813-6818
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJN, DEPUTY - WI 6 P.

FIRST SUPPLEMENT TO DECLARATION OF

PLANNED UNIT DEVELOPMENT

AND

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STRATFORD PLACE HOMES

A RESIDENTIAL PLANNED UNIT DEVELOPMENT

IN

SOUTH SALT LAKE, SALT LAKE COUNTY, UTAH

TALO LLC

dba

TALO LAND COMPANY

and

SHELBOURNE, LLC

AS DECLARANT

AUGUST 14, 2000

BK8381PG6813

First Supplement to Declaration of Planned Unit Development

for

Stratford Place Homes

THIS SUPPLEMENTAL DECLARATION is made this 14 day of ^{August}~~July~~, 2000 by Talo LLC dba Talo Land Company, a Utah limited liability company and Shelbourne, LLC, a Utah Limited Liability Company (hereinafter jointly referred to as the "Declarant") as defined in Paragraph 1.24. of the original Declaration of Planned Unit Development for Stratford Place Homes, a Residential Planned Unit Development (the "Project").

RECITALS

A. Declarant is the fee owner of that certain real property situated in South Salt Lake City, Salt Lake County, Utah, described on EXHIBIT "A", attached hereto and hereby incorporated by reference (the "Parcel");

B. Declarant desires to clarify the information contained in the original filing of the Declaration for the Project and on the Final Plat for Stratford Place P.U.D. recorded April 28, 2000 as Entry No. 7627670 in Book 2000 Page No. 106;

NOW, THEREFORE, Declarant, as owner of the Parcel and for the purposes above set forth, declares as follows;

The original Declaration for the Project is amended to read as follows:

ARTICLE 1.-DEFINITIONS

1.9. "**Common Areas**" shall mean the street shown on the Plat as "Avon Place". Said street is private and is owned by the individual Owners in the Project.

1.26 "**Lot**" shall mean parts of the Project as individually numbered upon the Plat.

1.27 "**Lot Number**" shall mean the number, symbol, or address that identifies one Lot in the Project a set forth upon the Plat. All references in the original declaration to "Unit" or "Units" are deleted and "Lot" or "Lots" is substituted therefore.

BK8381PG6814

ARTICLE 3.-DESCRIPTION OF THE LOTS, COMMON AREAS, ALLOCATED INTERESTS AND PLAT.

3.1 Deleted.

3.2 **“Description of Limited Common Areas for Parking.”** There are no Limited Common Areas. All areas are either Common or owned by each individual Lot Owner.

3.3 **“Description of Limited Common Areas for Patios, Balconies, Awnings, Entryways Fireplaces, and Storage Areas.”** There are no Limited Common Areas. All areas are either Common or owned by each individual Lot Owner.

3.4 **“Description of Common Areas.”** The Common Area includes only the street shown on the Plat as “Avon Place”.

3.10 **“Open Space Easement”.** There are two areas of Open Space Easement as identified on the amended Plat of Stratford Place PUD. One area is over the backs of Lots 9, 10, 11, 12, 13 and 14 and the other is at the end of Avon Place street.

The area identified on the Plat as Open Space Easement at the end of Avon Place which is adjacent to Lot 8, Block 4, HOMEFIELD SUBDIVISION will convert to Common Area and become an extension of Avon Place at the time of an approved development of the property by South Salt Lake City and access to the development will be permitted over the same. No permanent structures shall be permitted over this part of the Open Space Easement but it may be landscaped or maintained as determined by the Association.

No permanent structures requiring footings shall be allowed in the area identified on the Plat as Open Space Easement which separates Units 9, 10 and 11 from Lots 12, 13, 14. The Owners of Lots 9 through 14 shall have exclusive right, title and use of Open Space Easement over their Lots subject to the restrictions set forth herein.

ARTICLE 9.-USE RESTRICTIONS

9.15 **“Fencing”.** There shall be fencing around the perimeter of the entire project. Interior fencing shall be allowed as determined by a majority vote of the individual lot owners.

15.18 **Conflicting Provisions.** In the case of any conflict between this Declaration and the Bylaws, or Association Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow the Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act. In the case of any ambiguities in this Declaration, a majority vote of the lot owners shall be determine the intended meaning of the language.

BK8381P66815


IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of this
14th Day of ~~July~~, 2000.
August

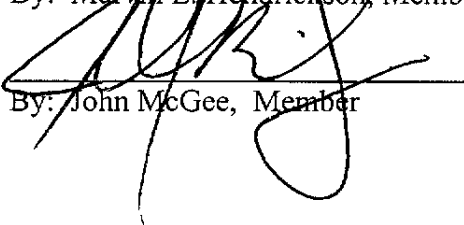
DECLARANT:

TALO L.C. dba
TALO LAND COMPANY


By: William L. Jefferies,
Its Managing Member

SHELBOURNE, LLC


By: Marvin L. Hendrickson, Member


By: John McGee, Member

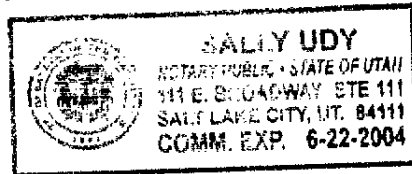
STATE OF UTAH)
 :SS
County of Salt Lake)

On this, the 14th day of ~~July~~^{August}, 2000, before me, the undersigned officer, personally appeared William L. Jefferies, who acknowledged himself to be the Managing Member of Talo L.C. dba Talo Land Company, a Utah Limited Liability Company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained and the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public

Residing as: Salt Lake City, Utah
My Commission Expires: June 22, 2004




BK8381PG6816

STATE OF UTAH)
 :SS
County of Salt Lake)

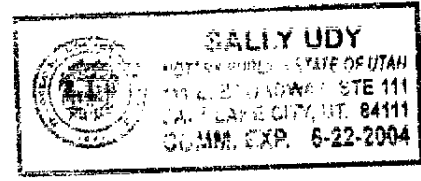
On this, the 14th day of ^{August}~~July~~, 2000, before me, the undersigned officer, personally appeared , Marvin L. Hendrickson & John McGee who acknowledged themselves to be the Members of Shelbourne, LLC, a Utah Limited Liability Company, and that they, as such Members, being authorized so to do, executed the foregoing instrument for the purpose therein contained and the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public

Residing as: Salt Lake City, Utah
My Commission Expires: June 22, 2004



BK8381PG6817

EXHIBIT "A"

All of Lots 9, 10, 11 and 12, Block 4, HOMEFIELD, a subdivision of Lots 10, 11, 12 and 13, Block 31 and Lot 6, Block 30, Ten Acre Plat "A", Big Field Survey, on file and of record in the office of the Salt Lake County Recorder.

16-30-254-004
-005
-006
-007
-008
-009