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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 15 P.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Wade R. Budge
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

Parcel Nos.: 22-15-427-022, 22-15-427-023,
22-15-427-024, 22-15-427-025, 22-15-427-016,
22-15-427-015, 22-15-427-014, 22-15-427-013,
22-15-427-012, 22-15-427-007, 22-15-427-021

(Space above for Recorder's Use)

**SECOND SUPPLEMENTAL DECLARATION OF PARTIAL DEANNEXATION
AMENDING THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
DEERWOOD FARMS SUBDIVISION
HOLLADAY, UTAH**

THIS SECOND SUPPLEMENTAL DECLARATION OF PARTIAL DEANNEXATION AMENDING THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR DEERWOOD FARMS SUBDIVISION, HOLLADAY, UTAH (this "**Amendment**") is executed this 14 day of May 2019, by Deerwood Farms Homeowners Association, a Utah non-profit corporation (the "**Association**"); Gary R. Kehl and Nancy A. Kehl (collectively, "**Kehl**"); Blake Murray and Tianna Murray ("**Murray**"); Mark M. Mabey and Wendy S. Mabey (collectively, "**Mabey**"); Landform, L.L.C., a Utah limited liability company ("**Landform**"); Michael Fairclough ("**Fairclough**"); JRTS Revocable Trust dated November 14, 2000 ("**JRTS**"); and Joel Peterson ("**Peterson**"). The Association, Kehl, Murray, Mabey, Landform, Fairclough, JRTS and Peterson are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. Deerwood Farms, LC, a Utah limited liability company ("**Declarant**") recorded that certain Final Plat for Deerwood Farms Subdivision, Phase 2 dated January 22, 2013 and recorded with the Salt Lake County Recorder (the "**Recorder**") on February 14, 2013 as Entry No. 11577691 at Book 2013P and Page 28 (the "**Original Plat**"), which established the subdivision known as "Deerwood Farms Subdivision" (the "**Subdivision**") and the lots therein. Declarant was incorrectly referenced as Deerwood Farms, LLC on the Original Plat.

B. Declarant subsequently recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision, Holladay, Utah dated April 4, 2013 and recorded with the Recorder on April 5, 2013 as Entry No. 11612139 at Book 10124 and Page 6023 (the "**Original Declaration**") which affects the Subdivision. Declarant was incorrectly referenced as Deerwood Farms, LLC in the Original Declaration.

C. The Original Plat was subsequently modified by that certain Final Plat for Deerwood Farms Subdivision, Phase 3 – Amending and Vacating a Portion of Deerwood Farms Phase 2, dated August 7,

2014 and recorded with the Recorder on November 13, 2014 as Entry No. 11945273 at Book 2014P and Page 284, which modified the lot lines between lot 3 and lot 4, and relocated the private roadways and associated utilities for lots 1-4, inclusive (the Original Plat, as amended, the “Plat”).

D. The Original Declaration was subsequently modified by: (i) that certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision – Holladay, Utah dated April 14, 2014 and recorded with the Recorder on April 14, 2014 as Entry No. 11833145 at Book 10223 and Page 6250 which removed Section 3.7 from the Original Declaration, and (ii) that certain Supplemental Declaration of Annexation for Deerwood Farms Subdivision, Holladay, Utah dated April 14, 2014 and recorded with the Recorder on April 14, 2014 as Entry No. 11833146 at Book 10223 and Page 6253 which, among other things, annexed additional properties into the Subdivision (the Original Declaration, as amended, the “Declaration”).

E. More than sixty (60) days have passed since seventy-five percent (75%) of the lots in the Subdivision have been conveyed to lot owners other than Declarant, and pursuant to Utah Code Annotated § 57-8a-502, any Declarant administrative control period has terminated, and all Declarant rights granted under the Declaration have terminated.

F. The Association, by a vote of more than two-thirds of all members and a unanimous resolution of the Association’s trustees, and all of the other Parties, have determined that it is in their best interests that certain lots within the Subdivision be deannexed, disconnected and withdrawn from the Declaration. This Amendment sets forth the terms and conditions of such deannexation, disconnection and withdrawal.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated to the same extent as if set forth herein in full.
2. **Ownership.** The Parties acknowledge and agree that they are the respective owners of the following properties:

Owner	Property	APN	Legal Description
Kehl	Lot 1	22-15-427-022	See Exhibit “A”
Murray	Lot 2	22-15-427-023	See Exhibit “A”
Mabey	Lot 3	22-15-427-024	See Exhibit “A”
Landform	Lot 4	22-15-427-025	See Exhibit “A”
Fairclough	Lot 5	22-15-427-016	See Exhibit “A”
JRTS	Lots 6, 7, 8 and 9	22-15-427-012, 22-15-427-013, 22-15-427-014, and 22-15-427-015	See Exhibit “A”
Peterson	parcel 22-15-427-007	22-15-427-007	See Exhibit “A”
Peterson	parcel 22-15-427-021	22-15-427-021	See Exhibit “A”

3. **Deannexation and Disconnection.** Pursuant to Section 10.5 of the Declaration, the Declaration is hereby amended in that the parcels and lots known as Lots 6, 7, 8, 9 of the Subdivision,

parcel: 22-15-427-007, and parcel: 22-15-427-021) (the “**Deannexed Lots**”) are hereby deannexed, disconnected and withdrawn from the Declaration. Effective upon recordation of this Amendment, the Parties agree that (i) only Lots 1, 2, 3, 4, or 5 (each a “**Remaining Lot(s)**”), shall remain subject to the Declaration and (ii) the Deannexed Lots shall no longer be subject to the Declaration and the owners of the Deannexed Lots shall no longer be members of the Association. Any reference to “Owner” or “Owners” in the Declaration are hereby amended, in each instance as the context may require, to refer only to the owners of the Remaining Lots.

4. **Full Force and Effect.** Except for the Deannexed Lots which are no longer subject to the Declaration as of the date of recording of this Amendment, the terms and conditions of the Declaration, as amended hereby, shall remain in full force and effect.

5. **Access Easement.** Contemporaneously with the execution of this Amendment, some of the Parties anticipate entering into an access easement whereby JRTS will grant the other Parties, and their successors and assigns, a perpetual access easement (the “**Easement Agreement**”) for ingress and egress on Deerwood Farms Lane from 6200 South going north to and including the “first subdivision circle” together with that portion of Deerwood Lane heading east up to the boundary line separating lot 5 and lot 6 (as depicted on the Plat) (the “**Easement Area**”). Each Party hereto agrees that all other easements, rights-of-way, and claims to prescriptive uses are hereby extinguished by this Amendment, provided, however, that nothing in this Amendment shall modify the rights created and confirmed in the Easement Agreement or affect or terminate rights confirmed on the subdivision plats. The Easement Agreement, which shall be in form and substance reasonably acceptable to the Parties, will also require the Parties to enter into certain other covenants and agreements relating to the maintenance, operation and use of the Easement Area. The effectiveness of this Amendment is conditioned upon each of the Parties providing an executed copy of the Easement Agreement. Upon receiving authorization to record the Easement Agreement from the Parties, JRTS or its counsel shall cause this Amendment and the Easement Agreement, in that order, to be recorded with the Recorder. Nothing in this Amendment shall terminate existing secondary and emergency access rights existing over the already existing roads.

6. **Written Changes.** Any waiver of, or promise not to enforce, any right under this Amendment shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise. Except as set forth in a writing signed by the party waiving any right under this Amendment, any waiver of any right under this Amendment shall not operate as a continuing waiver or as a waiver of any other rights. No provision of this Amendment may be changed or amended except by a written agreement signed by all Parties.

7. **Mutual Release.** Upon the Effective Date (defined below in Section 15) of this Amendment the Parties hereby release each other from all claims, known or unknown, matured or unmatured, of any kind related to the Deerwood Homeowners Association including its officers and members which pre-date or have accrued as of the Effective Date.

8. **Severability.** If any provision of this Amendment is held to be invalid, void or unenforceable in whole or in part, the rest of the Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Successors and Assigns.** This Amendment shall run with the land described herein and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, and all persons claiming by through or under them.

10. **Representation of Counsel.** The Parties acknowledge that they have received the advice of legal counsel in connection with this Amendment and that they have entered into this Amendment of their own free will after having consulted with their legal counsel.

11. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, even though all Parties do not sign the same counterpart. A signature received by facsimile transmission shall be as effective as an original signature and shall be sufficient to bind the signing Party.

12. **Captions – Pronouns.** Any titles, captions or subheadings in this Amendment are for convenience only and will not be deemed a part of the context or be considered in any interpretation or construction of it. Whenever the singular or plural numbers are used, they will be deemed to be the other as required. Wherever the present or past tense is utilized and the context or circumstances require another interpretation, the present will include the past and future, the past will include the present and the future, and the future will include the present and past.

13. **Authority to Bind.** Each of the Parties whose signature is affixed hereto in a representative capacity represents and warrants that he/she is authorized to execute this Amendment on behalf of and bind the entity on which behalf his/her signature is affixed.

14. **Integration/Interpretation.** This Amendment and its exhibits set forth the complete, final and integrated agreement of the Parties. The Parties acknowledge that no representation of fact or opinion was made by any other party, or anyone else acting on their behalf, to induce this Amendment or execution thereof. The Parties agree that the provisions contained in this Amendment and its exhibits shall not be construed in favor of or against any Party because that Party or its counsel drafted this Amendment, but shall be construed as if all Parties prepared this Amendment, and any rules of construction to the contrary are hereby specifically waived. The terms of this Amendment were negotiated at arm's length by the Parties. This Amendment and its exhibits shall be interpreted under and construed according to the laws of the State of Utah.

15. **Effective Date.** This Amendment shall become binding and effective only after all of the named parties have executed this Amendment identified as the Second Supplemental Declaration of Partial Deannexation Amending the Declaration of Covenants and the Conditions, Easements and Restrictions for Deerwood Farms Subdivision and all Parties have executed the Easement Agreement and having both been recorded at the Salt Lake County Recorder's Office. The date of such recording shall be the "**Effective Date**" for purposes of this Amendment.

[Signatures on following pages]

ASSOCIATION:

Deerwood Farms Homeowners Association,
a Utah non-profit corporation

By: [Signature]
Printed Name: Blake Murray
Title: Pres

KEHL:

Gary R. Kehl, individually

By: [Signature]
Printed Name: Gary R. Kehl

Nancy A. Kehl, individually

By: [Signature]
Printed Name: Nancy A. Kehl

MURRAY:

Blake Murray, individually

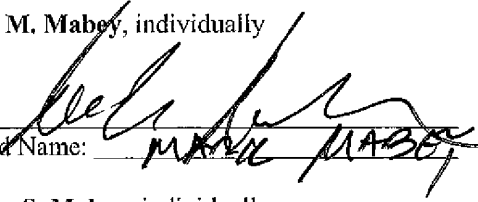
By: [Signature]
Printed Name: Blake Murray

Tianna Murray, individually

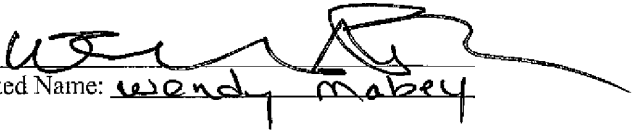
By: [Signature]
Printed Name: Tianna Murray

MABEY:

Mark M. Mabey, individually

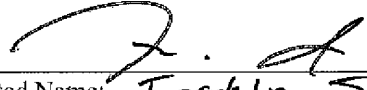
By: 
Printed Name: MARK MABEY

Wendy S. Mabey, individually

By: 
Printed Name: wendy mabey


LANDFORM:

Landform, L.L.C.,
a Utah limited liability company

By: 
Printed Name: Franklin S. Ivors
Title: Manager

FAIRCLOUGH:

Michael Fairclough, individually

By: 
Printed Name: Michael Fairclough

JRTS:

JRTS Revocable Trust,
dated November 14, 2000

By: _____
Printed Name: Khosrow B. Semnani
Title: Trustee

MABEY:

Mark M. Mabey, individually

By: _____
Printed Name: _____

Wendy S. Mabey, individually

By: _____
Printed Name: _____

LANDFORM:

Landform, L.L.C.,
a Utah limited liability company

By: _____
Printed Name: _____
Title: _____

FAIRCLOUGH:

Michael Fairclough, individually

By: _____
Printed Name: _____

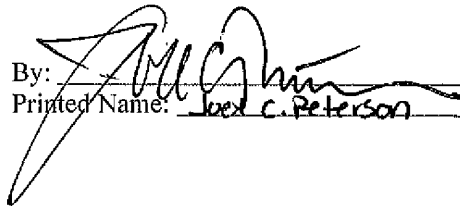
JRTS:

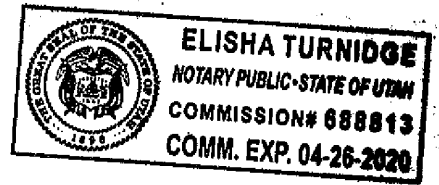
JRTS Revocable Trust,
dated November 14, 2000

By: 
Printed Name: Khosrow B. Semnani
Title: Trustee

PETERSON:

Joel Peterson, individually

By: 
Printed Name: Joel C. Peterson



STATE OF Salt Lake)
 : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 19th day of September, 2019,
by Mark Moberg, the President of Deerwood Farms Homeowners Association, a Utah non-profit corporation.

[Signature]
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of May, 2019,
by Gary R. Kehl.



[Signature]
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of May, 2019,
by Nancy A. Kehl.



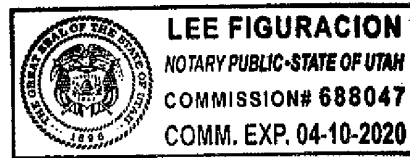
[Signature]
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17 day of SEPTEMBER, 2019,
by Blake Murray.

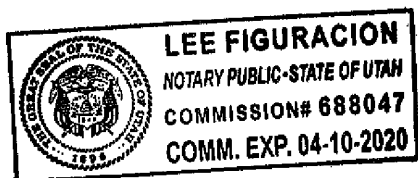


[Signature]
Notary Public



STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 17 day of SEPTEMBER, 2019, by Tianna Murray.



[Signature]
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

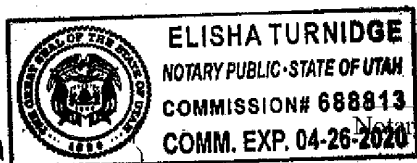
The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Mark M. Mabey.



[Signature]
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Wendy S. Mabey.



[Signature]
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 18 day of September, 2019, by Franklin S. Ivory, the Manager of Landform, L.L.C., a Utah limited liability company.

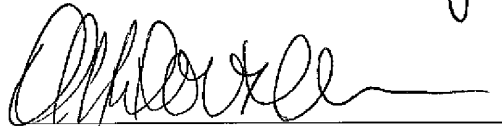


[Signature]
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of May, 2019,
by **Michael Fairclough**.





Notary Public

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by **Khosrow B. Semnani**, the Trustee of the JRTS Revocable Trust, dated November 14, 2000.

Notary Public

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by **Joel Peterson**.

Notary Public

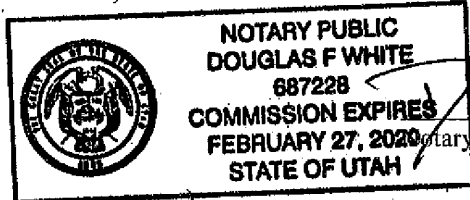
STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by **Michael Fairclough**.

Notary Public

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 30th day of August, 2019,
by **Khosrow B. Semnani**, the Trustee of the JRTS Revocable Trust, dated November 14, 2000.



Douglas F. White
Notary Public

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by **Joel Peterson**.

Notary Public

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by **Michael Fairclough**.

Notary Public

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by **Khosrow B. Semnani**, the Trustee of the JRTS Revocable Trust, dated November 14, 2000.

Notary Public

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 27th day of August, 2019,
by **Joel Peterson**.

Consetta M. Norris
Notary Public

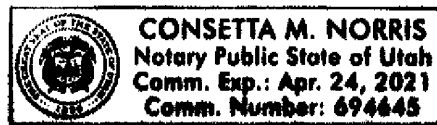


Exhibit A

REMAINING LOTS:

Lot 1, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 2, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 3, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 4, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 5, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

DEANNEXED LOTS:

Lot 6, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 7, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 8, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 9, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Peterson Parcel:

Beginning at a point which is South 00°17'02" West along the section line 627.32 feet and North 89°42'58" West 772.58 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said quarter corner being North 00°17'02" East 2668.24 feet from the Southeast corner of said Section 15, said point being on the Easterly line of that certain parcel as conveyed by Quit Claim Deed to Mary S. Harris, recorded December 19, 1977 as Entry No. 3039909 in Book 4597 at Page 772 in the office of the Salt Lake County Recorder; thence North 24°45'00" West along said Easterly line 102.32 feet to a point on the South line of Cottonwood Acres No. 2 Subdivision, according to the official plat thereof; thence North 89°56'40" East along said South line 630.00 feet; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet to a point on the Easterly line of that certain parcel as conveyed by Quit Claim Deed to Mallinckrodt No. 2, Ltd., a Utah limited partnership, recorded December 3, 1999 as Entry No. 7525996 in Book 8327 at Page 3115 in the office of the Salt Lake County Recorder; thence along said Easterly line the following two courses: (1) North 21°40'16" West 130 feet; (2) North 55°43'45" West 312.46 feet, to the point of beginning.

Peterson Parcel:

Beginning North 89°56'42" East 40.3 feet from the Southwest corner of Lot 1, Deerwood Farms Phase 2 Subdivision; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet; thence North 21°40'16" West 130 feet; thence North 55°43'45" West 312.46 feet; thence North 24°45'00" West 102.32 feet, more or less to the South line of Cottonwood Acres No. 2 Subdivision; thence Westerly to the most Northerly corner of Deerwood Farms Phase 2; thence South 24°45'03" East 102.33 feet; thence South 55°43'45" East 312.46 feet; thence South 21°40'16" East 130 feet; thence South 55°50'12" East 106.27 feet; thence North 75°46'58" East 141.93 feet; thence North 65°47'28" East 124.41 feet; thence North 364.15 feet; thence South 89°56'42" West 51.63 feet to the beginning.

APNs: 22-15-427-022, 22-15-427-023, 22-15-427-024, 22-15-427-025, 22-15-427-016, 22-15-427-015, 22-15-427-014, 22-15-427-013, 22-15-427-012, 22-15-427-007, 22-15-427-021