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 RECORDER, SALT LAKE COUNTY, UTAH
 RICHARDS KIMBLE & WINN
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After Recording Return To:
 Richards, Kimble & Winn, PC
 2040 E. Murray-Holladay Rd, Suite 102
 Salt Lake City, UT 84117

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**AMENDMENT TO
 THE AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 AND RESERVATION OF EASEMENT
 FOR
 PARKSTONE ESTATES
 A PLANNED UNIT DEVELOPMENT**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easement ("Declaration") that established the development known as the Parkstone Estates is made on the date indicated below by the Parkstone Estates Owners Association, Inc. ("Association").

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Parkstone Estates was subjected to certain covenants, conditions, and restrictions pursuant to an original "Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Parkstone Estates" ("Original Declaration"), recorded on March 14, 1997, as Document Entry No. 6644601, Book 7666, Page 2797 et. seq., records of Salt Lake County, Utah;

B. An amended and restated "Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Parkstone Estates" ("Amended Declaration") was recorded on January 18, 2006, as Document Entry No. 9613396, Book 9244, Page 9083 et. seq., in the Salt Lake County Recorder's Office, Utah;

C. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto (**Exhibit A**);

D. This amendment is intended to clarify certain provisions of the Amended Declaration including the provisions regarding the definition of Owner and certain Lease Restrictions;

E. Pursuant to Article XIV, Section 4 of the Amended Declaration, approval of fifty-one percent (51%) of the voting power of the Members was duly received to adopt and record this amendment to the Declaration.

NOW, THEREFORE, The Association, hereby amends Article I, Section 29, Article III, Section 1 and Article X, Section 1 of the Amended Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Parkstone Estates to read as follows:

ARTICLE I **DEFINITION**

Section 29. “**Owner**” shall mean and refer to the person or persons who are vested with record title and owning any Lot according to the records of the County Recorder of Salt Lake County, Utah (including the seller of a Lot pursuant to a land sale contract, unless stated in the contract that the buyer is deemed the “Owner” for voting and other purposes). The term “Owner” does not include a tenant, renter or any person/entity holding a mortgage lien against a Lot.

ARTICLE III **MEMBERSHIP IN ASSOCIATION**

Section 1. **Membership; Owner and Occupant Contact Information.** Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to and may not be separated from the fee simple title of such Lot. Ownership of such Lot shall be the sole qualification for Membership in the Association. Membership in the Association provides both benefits and obligations to the Owners. In addition to any other benefits or obligations contained in this Declaration, all Owners must submit, and keep current, their names and contact information to the Association in order to create a membership list. In the event that a Lot is non-owner occupied, the Association shall be provided the names of all such occupants and any changes thereof. Failure to provide said information and to keep it current shall be grounds for fines or other enforcement action by the Association. Furthermore, owners, their tenants, guests and invitees, are hereby deemed to be on notice of the covenants, conditions, restrictions, bylaws and rules and regulations of the Association. Owners are responsible for obtaining, and keeping current, all of the policies, rules, covenants, conditions and restrictions and bylaws of the Association. The Association shall have no affirmative duty to provide Owners with a copy of the “governing documents” but may produce a copy for a reasonable fee to the Owner upon request.

ARTICLE X **USE RESTRICTIONS**

Section 1. **Single Family Residences, Business or Commercial Activity; Rentals.** Each Lot shall be used as residence for a single-family. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose without the vote of seventy-five percent (75%) of the votes eligible to be cast by Members of the Association. Provided further, however, the Association shall never be permitted to allow more than four (4) of the Lots to be used as non-owner occupied residences. Individual room rentals are not permitted except where the owner-occupant of the Lot continues to reside on the Lot

throughout the rental period. In all cases regarding rentals beyond the four (4) Lot limitation stated above, the Board shall adhere to the following concept: Parkstone Estates will, to the extent reasonably possible, be an "owner-occupied" community, as further explained in Section 1(b) below.

Section 1.(a) Exceptions to the Rental Restrictions.

Under certain circumstances, including but not limited to, illness, military or charitable service or disability, an Owner may have a justifiable need to lease their Property on a temporary basis to avoid an undue hardship which would otherwise exceed the rental limitation stated above.

Unless otherwise voted upon and approved by a majority of the Owners, no exception to the rental limitation shall be permitted for a period exceeding six (6) months. Such approval or denial shall be issued by the Board in its sole discretion. The Association, as a collective whole, may vote upon a request for an extension beyond the permitted six (6) month period pursuant to any means provided in the Bylaws, or pursuant to a written ballot distributed by the Board, and consistent with Utah's Nonprofit Corporation's Act regarding written ballots. If an extension is granted, the Board shall determine the length of the extension due to the underlying issue necessitating the extension request.

Section 1.(b) Parkstone Rental Limitation Statement of Intent

The implementation and enforcement of the lease restrictions contained in this Section, and any decisions of the Board or Community to permit leasing authorized by this Section, shall be based upon the objective and philosophy that protecting the quality of life of all Owners and maintaining home values is of the utmost importance to the Association. Further, due to the fluctuating mortgage and real estate markets, leasing, if not otherwise reasonably restricted, could result in a frustration of the above-stated objectives and philosophy.

IN WITNESS WHEREOF, the Parkstone Estates Owners Association, Inc. has executed this Amendment to the Amended Declaration as of the ____ day of _____, 200____, in accordance with Article XIV, Section 4 of the Declaration.

PARKSTONE ESTATES OWNERS ASSOCIATION, INC.

Vivian Gulles

Name

Position President

Eileen Carrivere

Name

Position Secretary

R. Hilton

Name

Position Vice President

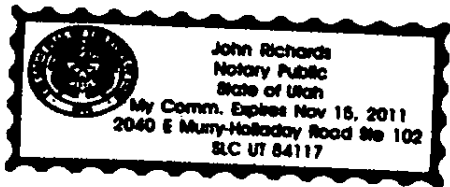
Lynn J. Hottel

Name

Position TREASURER

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 5 day of August, 2008, personally appeared
Rad Hitta and Vivian Gubler who, being first duly
sworn, did that 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 of Trustees; and each of
them acknowledged said instrument to be their voluntary act and deed.



~~_____
Notary Public for Utah~~

EXHIBIT
Legal Description – Parkstone Estates PUD

Phase I – Including Lots 101-139 Parkstone East PUD & Amend.

Beginning at a point which is North 00°16'49" East, along the section line 1505.938 feet and North 89°43'11" West, 586.024 feet from the Southeast Corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South, 253.807 feet; thence North 89°22'22" West, 125.180 feet; thence South 00°20'16" West, 178.125 feet to a point on the north right-of-way line on 12400 South Street; thence South 86°38'40" West, along said right-of way line 50.104 feet to a point on an existing fence line, thence North 00°20'16" East, along said fence 144.362 feet; thence North 02°07'05" East, 121.586 feet; thence West, 40.040 feet; thence North 59.880 feet' thence West. 171.681 feet; thence South 00°03'15" East, 168.084 feet; thence North 89°34'44" West, 110.592 feet; thence South, 154.868 feet to a point on the north right-of-way of an existing rail road; thence North 80°16'01" West, along said north right-of-way line 50.730 feet; thence North, 226.248 feet; thence West, 191.886 feet; thence North, 49.500 feet; thence West, 74.344 feet; thence South, 230.992 feet; to a point on the north right-of-way line of an existing rail road; thence North 80°27'59" West, along said north right-of-way line 326.243 feet; thence North, 378.469 feet to a point on the south line of the Draper Irrigation Canal; thence along said canal line the following two (2) calls; South 89°47'10" East, 410.087 feet; thence South 85°41'00" East, 722.981 feet to the point at beginning.

Phase II – Including Lots 240-244 Parkstone East PUD & Amend.

Beginning at a point which is NO°16'48"E, 1232.871 feet and West, 759.51 feet from the Southeast corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence West, 207.560 feet; thence NO°03'15"W, 170.082 feet; thence East, 180.095 feet; thence South, 61.878 feet; thence East, 31.627 feet; thence S2°07'05"W, 39.149 feet; thence East, 18.157 feet; thence 45.800 feet along the arc of a 314.000 foot radius curve to the left (chord bears S10°27'03"W, 45.759 feet); thence West, 11.521 feet; thence S2°07'05"W, 24.099 feet to the point of beginning.

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