

7534606

WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, UT 84111

7534606  
12/15/1999 04:18 PM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARR WADDOUPS BROWN GEE &  
185 S STATE #1300 LOVELESS  
SLC UT 84111-1536  
BY: RDJ, DEPUTY - WI 8 P.

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND MAINTENANCE AGREEMENT  
FOR KOEGLER SUBDIVISION AMENDED**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND MAINTENANCE AGREEMENT FOR KOEGLER SUBDIVISION AMENDED (this "Amendment") is entered into this 13<sup>th</sup> day of ~~October~~ <sup>Nov</sup>, 1999, by the undersigned Lot Owners, being all of the record Owners of Lots within the Koegler Subdivision.

**RECITALS**

A. Whereas Steven R. Peterson and James R. Johnson, acting collectively as Declarant, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Koegler Subdivision Amended (the "Declaration"), dated July 1, 1994, and caused the same to be recorded in the office of the Salt Lake County Recorder on July 1, 1994, as Entry No. 5865105 in Book 6973 at Page 2845; and

B. Whereas Steven R. Peterson, James R. Johnson, C. Eldon Laird, and Sherylene Laird, acting collectively as Declarant, executed and caused to be recorded that certain Amendment to Declaration of Covenants, Conditions and Restrictions and Maintenance Agreement for Koegler Subdivision Amended (the "First Amendment"), dated August 1, 1994, and caused the same to be recorded in the office of the Salt Lake County Recorder on August 5, 1994, as Entry No. 5892402 in Book 6995 at Page 1409; and

C. Whereas the Declaration, as amended by the First Amendment, subjects that certain real property more particularly described on Exhibit A hereto to the provisions thereof; and

D. Whereas Section 12 of the Declaration, as amended by the First Amendment, provides that the Declaration may be amended by the unanimous approval and consent in writing of the Owners of each Lot in the Project; and

E. Whereas the undersigned are all of the Owners of Lots within the Project and represent one hundred percent (100%) of the votes allocated to all Lots within the Project; and

BK8329PG8696

F. Whereas the undersigned Owners desire to amend the Declaration as stated herein

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the parties hereto agree as follows:

**AMENDMENT**

1. Section 6.3 of the Declaration is hereby amended as follows: The words "and general use and enjoyment" shall be deleted from Section 6.3 of the Declaration in their entirety and shall be replaced by the word "only."

2. Section 5.9 of the Declaration is hereby amended as follows: The following sentence shall be added to Section 5.9:

Notwithstanding the foregoing provisions of this Section 5.9, nothing in this Declaration shall prohibit the Owners of adjoining Lots within the Project from conveying by deed a portion of one Owner's Lot to an adjoining Owner for inclusion in said adjoining Owner's Lot; provided, however, that no such conveyance may result in the existence of a Lot within the Project containing less than 9600 square feet without the prior written consent of all Owners within the Project.

3. Except as expressly stated herein, this Amendment does not affect any other provision or term of the Declaration, as amended by the First Amendment, and all other provisions thereof remain in full force and effect.

ENTERED INTO AND AGREED TO on the date first set forth above.

[Some signatures appear on the following page.]

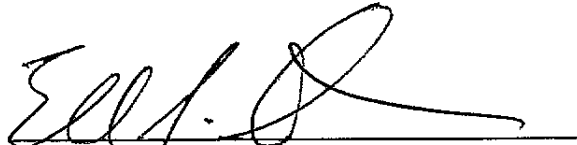
OWNERS OF LOT 2

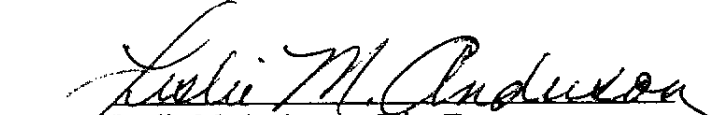
  
Wayne H. Ragland, Joint Tenant

  
Linda S. Ragland, Joint Tenant

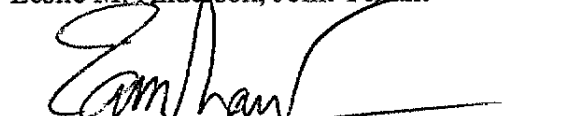
BK8329PG8697


OWNERS OF LOT 3

  
Eldon S. Anderson, Joint Tenant

  
Leslie M. Anderson, Joint Tenant

OWNERS OF LOT 4

  
Tam M. Tran, Joint Tenant

  
Kieuanh T. Pham, Joint Tenant

OWNER OF LOT 5

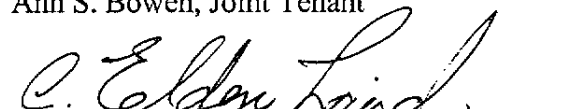
  
Cynthia Swackhammer

OWNERS OF LOT 6

  
Brent L. Bowen, Joint Tenant

  
Ann S. Bowen, Joint Tenant

OWNERS OF LOT 7

  
C. Elden Laird, Tenant in Common

  
Sherylene Laird, Tenant in Common

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

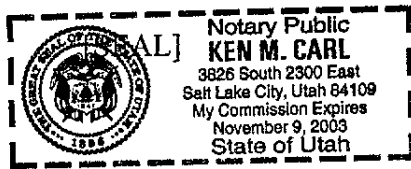
On this 13<sup>th</sup> day of ~~October~~<sup>Nov</sup>, 1999, personally appeared before me Wayne H. Ragland, who acknowledged himself to be an owner of Lot 2 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and he executed the foregoing instrument for the purposes therein contained, by signing his name.

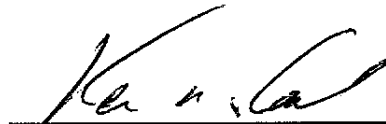


  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

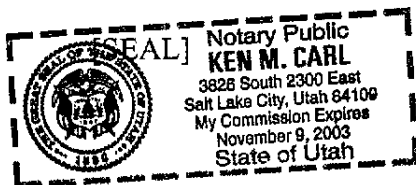
On this 13<sup>th</sup> day of ~~October~~<sup>Nov</sup>, 1999, personally appeared before me Linda S. Ragland, who acknowledged herself to be an owner of Lot 2 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.



  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of ~~October~~<sup>Nov</sup>, 1999, personally appeared before me Eldon S. Anderson, who acknowledged himself to be an owner of Lot 3 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and he executed the foregoing instrument for the purposes therein contained, by signing his name.

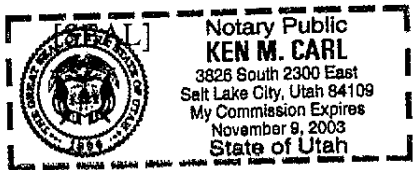


  
\_\_\_\_\_  
Notary Public

BK8329PG8699

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

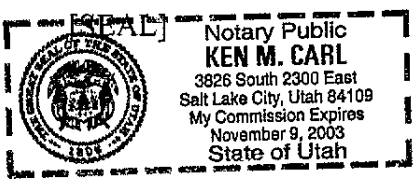
On this 13<sup>th</sup> day of ~~October~~<sup>Nov.</sup>, 1999, personally appeared before me Leslie M. Anderson, who acknowledged herself to be an owner of Lot 3 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.



*Ken M. Carl*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

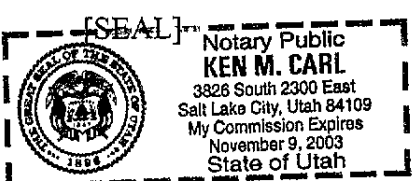
On this 13<sup>th</sup> day of ~~October~~<sup>Nov.</sup>, 1999, personally appeared before me Tam M. Tran, who acknowledged himself to be an owner of Lot 4 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and he executed the foregoing instrument for the purposes therein contained, by signing his name.



*Ken M. Carl*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

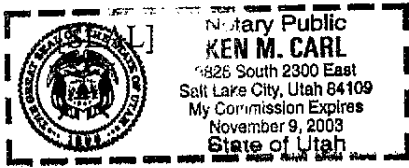
On this 13<sup>th</sup> day of ~~October~~<sup>Nov.</sup>, 1999, personally appeared before me Kieuanh T. Pham, who acknowledged herself to be an owner of Lot 4 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.



*Ken M. Carl*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

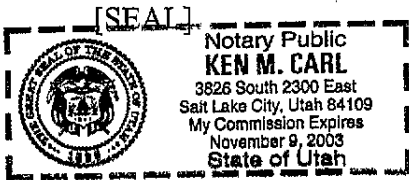
On this 13<sup>th</sup> day of <sup>Nov.</sup> ~~October~~, 1999, personally appeared before me Cynthia Swackhammer, who acknowledged herself to be the owner of Lot 5 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.



*Ken M. Carl*  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

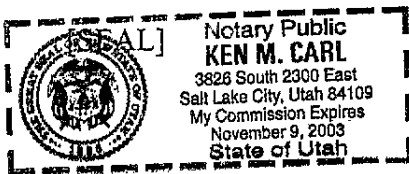
On this 13<sup>th</sup> day of <sup>Nov.</sup> ~~October~~, 1999, personally appeared before me Brent L. Bowen, who acknowledged himself to be an owner of Lot 6 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and he executed the foregoing instrument for the purposes therein contained, by signing his name.



*Ken M. Carl*  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

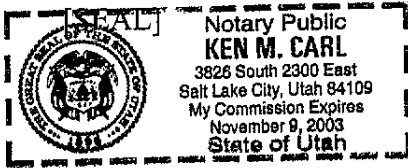
On this 13<sup>th</sup> day of <sup>Nov.</sup> ~~October~~, 1999, personally appeared before me Ann S. Bowen, who acknowledged herself to be an owner of Lot 6 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.

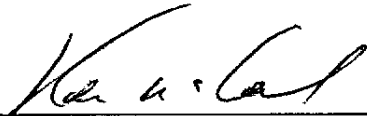


*Ken M. Carl*  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

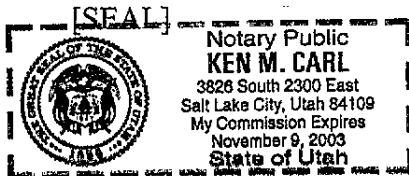
On this 13<sup>th</sup> day of <sup>Nov</sup>~~October~~, 1999, personally appeared before me C. Elden Laird, who acknowledged himself to be an owner of Lot 7 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and he executed the foregoing instrument for the purposes therein contained, by signing his name.

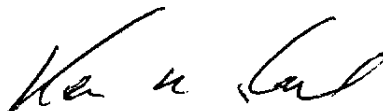


  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of <sup>Nov.</sup>~~October~~, 1999, personally appeared before me Sherylene Laird, who acknowledged herself to be an owner of Lot 7 within the Koegler Subdivision Amended, a Salt Lake County subdivision; and she executed the foregoing instrument for the purposes therein contained, by signing her name.



  
\_\_\_\_\_  
Notary Public

**Exhibit A**  
**to**  
**Second Amendment to**  
**Declaration of Covenants, Conditions and Restrictions**  
**and Maintenance Agreement**  
**for**  
**Koegler Subdivision Amended**

(Legal Description of the Land)

Beginning at a point on the North boundary line of 4430 South Street, said point being North 0°11'50" East 185.97 feet and South 86°57'53" East 138.043' from the West quarter corner of Section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°11'50" East 117.57 feet, thence North 71°10'00" East 414.07 feet, thence South 0°11'00" West 272.00 feet, thence North 86°57'53" West 391.99 feet to the point of beginning. Contains 1.750 acres, Lots 2 and 3 amended to make a total of 7 lots, including existing Lot 1.

<< >>

BK8329PG8703