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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: BAP, DEPUTY - WI 6 P.

FIRST SUPPLEMENT AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAGES AT STONEGATE

THIS FIRST SUPPLEMENT AND AMENDMENT TO DECLARATION
("Supplement") is made and executed this 19 day of September, 2002, by **STONEGATE
PARTNERS, LLC**, a Utah limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

A. Declarant is the Declarant as identified and set forth in that certain Declaration of Covenants, Conditions and Restrictions of Villages at Stonegate dated May 22, 2001, and recorded in the office of the Salt Lake County Recorder on September 11, 2001, as Entry No. 7999749, in Book 8499, beginning at page 1022 (the "Declaration").

B. Under the terms of the Declaration, Declarant reserved the right to annex certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

C. Declarant also desires to amend the Declaration as set forth herein below. This Amendment shall govern the all Parcels located within the Project including any Additional Land annexed to the Project, including the real property identified in Paragraph 1 herein.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Declarant hereby declares and certifies as follows:

1. Submission of Summer Trail Phase. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described

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tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "B" attached hereto, whether or not the Additional Land, or portions thereof, is part of the Development. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire ten (10) years after the date on which the Declaration was filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way;

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Plat pertaining to the same, which supplemental Plat shall be recorded with this Supplement.

3. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1, the total number of Living Units when completed, will equal one hundred fifty-five (155).

4. Lender's Agreement of Subordination. By its execution of this Supplement, Bank of American Fork, a Utah banking institution (hereinafter "Construction Lender"), agrees, covenants and declares that this Supplement shall be senior in priority to: the Construction Deed of Trust made as of May 10, 2001, between Stonegate Partners, LLC, as "Trustor," and Bank of American Fork, as "Trustee", and Bank of American Fork as "Lender" and sometimes as "Beneficiary" (hereinafter "Trust Deed"), which Trust Deed was recorded on May 15, 2001, as Entry No. 7896424 in Book 8457 beginning at page 2275 of the Official Records of Salt Lake County, and that said Trust Deed shall be subordinate to and subject to this Supplement notwithstanding the fact that this Supplement is recorded later in time than the Trust Deed.

5. Amendment to Section 12.11. Section 12.11 of the Declaration is deleted in its entirety with the following substituted in place thereof:

12.11. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building site or Lot, and the exterior of any improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with. Such inspections shall be conducted in a manner so as not to unreasonably interfere with the Owner's authorized use of and activities conducted upon Owner's Lot.

6. Amendment to Section 12.6. Section 12.6 of the Declaration is deleted in its entirety with the following substituted in place thereof:

12.6. Pets. No animals other than household pets (excluding exotic pets) shall be kept or allowed on any Lot, or in any Living Unit. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide. Nothing herein shall preclude a Community Association from adopting more restrictive requirements. Each Owner agrees that it shall be required to observe all governmental laws, ordinances, rules and regulations regarding the keeping of pets.

7. Amendment to Sections 7.9 and 7.10. Sections 7.9 and 7.10 of the Declaration is amended to provide that in the event one or more homebuilders (those licensed contractors who purchase a Lot with the intent to construct a Living Unit thereon,

herein referred to as a "Homebuilder") who become the owner of two (2) or more Lots within the Project, and in addition provide Declarant and the Association with adequate assurances that the Assessments to be made in accordance with the provisions of Article VII shall be satisfied by means otherwise acceptable to Declarant and the Association, upon receipt of such acceptable assurances and acknowledgment of the same in writing by Declarant and the Association, the Declarant and the Association will be deemed to have waived any right to create a lien, enforce a lien, claim a lien, foreclose a lien, or assert the priority of a lien under the provisions of Article VII prior to or through the date of the transfer of a Lot by such Homebuilder. Nothing herein shall preclude the Association from making the Assessments required by the provisions of Article VII and immediately upon the transfer of a Lot by a Homebuilder to another Owner, such right to create, enforce, claim and assert a lien and to foreclose the same shall be reinstated to the transferred Lot.

8. Amendment to Sections 12.16. Section 12.16 is amended to provide that the Declarant may authorize one or more Homebuilders to use any Lot or Living Unit owned by such Homebuilder in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate the improvement or sale of such Lots or Living Units owned by the Homebuilder, including but not limited to the construction and use of model homes; further provided, that a Homebuilder may make use of the Common Areas designated by Declarant for the placement of marketing signs and other limited marketing activities authorized by Declarant in writing.

9. Amendment to Sections 12.7. Section 12.7 is amended to provide that the insurance requirements specified in Section 12.7, shall be applicable to all Living Units once constructed and conveyed by a Homebuilder to an Owner.

10. Owner Consent. With respect to the Amendments set forth in Paragraphs 5 through 9 above, Declarant affirms that it has obtained the consent of Owners of Lots in accordance with the requirements of Section 18.5 of the Declaration.

11. Effective Date. This First Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions, and the Supplemental Plat relative to the addition, shall take effect upon their being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

Declarant:

STONEGATE PARTNERS, LLC, a Utah
Limited Liability Company

By:
Its:



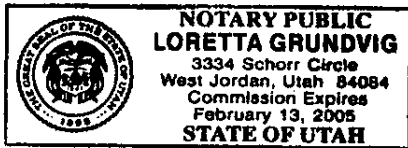
Construction Lender:

BANK OF AMERICAN FORK, a Utah
Banking institution

By: Craig Smith
Its: Vice President

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

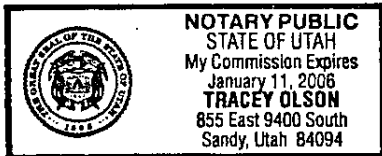
On the 19th day of September, 2002, personally appeared before me David S. Tolman, who being by me duly sworn did say that he is a Manager of STONEGATE PARTNERS, L.L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its Members and said David S. Tolman duly acknowledged to me that said limited liability company executed the same.



Loretta Grundvig
NOTARY PUBLIC

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 20 day of September, 2002, personally appeared before me Craig Smith, who being by me duly sworn did say that he is the Vice President of Bank of American Fork, and that the within and foregoing instrument was signed in behalf of said entity in accordance with its bylaws or authority of a resolution of its Board of Directors and said Craig Smith duly acknowledged to me that said entity executed the same.



Tracey Olson
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

The Villages at Stonegate, Summer Trail Phase

BEGINNING AT A POINT LOCATED S.00°04'20"E. 539.003 FEET FROM THE CENTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT LYING ON THE EASTERLY BOUNDARY OF WEST VALLEY CITY PROPERTY AS FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 6847176, BOOK 7862, PAGE 1966 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 64, THE VILLAGES AT STONE GATE, EAGLE ROCK PHASE, A RECORDED SUBDIVISION FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 7900594, BOOK 2001P, PAGE 121 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID EAGLE ROCK PHASE THE FOLLOWING THIRTEEN (13) COURSES: S.83°15'37"E. 127.092 FEET; THENCE S.00°04'23"W. 41.825 FEET; THENCE S.89°55'37"E. 37.000 FEET; THENCE S.79°36'44"E. 123.468 FEET; THENCE EAST 89.676 FEET TO A POINT ON A 55.500 FOOT RADIUS CURVE TO THE LEFT (BEARING S.55°05'02"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°23'37" A DISTANCE OF 53.657 FEET (CHORD BEARING S.07°13'10"W. 51.592 FEET); THENCE S.76°47'48"E. 49.882 FEET TO A POINT ON A 25.000 FOOT RADIUS CURVE TO THE RIGHT (BEARING N.84°28'23"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°31'37" A DISTANCE OF 41.681 FEET (CHORD BEARING N.42°14'11"E. 37.019 FEET); THENCE EAST 145.435 FEET TO A POINT ON A 25.000 FOOT RADIUS CURVE TO THE RIGHT (BEARING SOUTH TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'37" A DISTANCE OF 35.689 FEET (CHORD BEARING S.49°06'11"E. 32.735 FEET); THENCE S.08°12'23"E. 25.656 FEET; THENCE N.81°47'37"E. 37.000 FEET TO A POINT ON A 25.000 FOOT RADIUS CURVE TO THE RIGHT (BEARING N.81°47'37"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°29'18" A DISTANCE OF 42.101 FEET (CHORD BEARS N.40°02'16"E. 37.229 FEET) TO A POINT LYING ON THE EASTERLY BOUNDARY OF VILLAGE PARK AT STONEGATE PHASE 2A1 - A PRIVATE GATED COMMUNITY, A RECORDED SUBDIVISION FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 7900593, BOOK 2001P, PAGE 120 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PHASE 2A1 THE FOLLOWING TWO (2) COURSES; S.08°20'15"W. 34.504 FEET; THENCE S.08°12'23"E. 44.769 FEET TO THE SOUTHWEST CORNER OF LOT 201; THENCE LEAVING SAID PHASE 2A1 S.08°12'23"E. 130.384 FEET TO A POINT ON A 1536.500 FOOT RADIUS CURVE TO THE RIGHT (BEARING S.81°47'37"W. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°12'23" A DISTANCE OF 220.068 FEET (CHORD BEARING S.04°06'11"E. 219.880 FEET); THENCE SOUTH 49.107 FEET; THENCE S.44°41'01"E. 24.002 FEET; THENCE S.87°07'55"E. 213.077 FEET TO A POINT ON A 313.500 FOOT RADIUS CURVE TO THE LEFT (BEARING N.02°52'05"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'04" A DISTANCE OF 65.939 FEET (CHORD BEARING N.86°50'33"E. 65.817 FEET); THENCE N.80°49'01"E. 63.117 FEET TO A POINT ON A 410.000 FOOT RADIUS CURVE TO THE RIGHT (BEARING S.09°10'59"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°10'59" A DISTANCE OF 65.713 FEET (CHORD BEARING N.85°24'30"E. 65.643 FEET); THENCE EAST 69.833 FEET TO A POINT ON A 25.000 FOOT RADIUS CURVE TO THE LEFT (BEARING N.73°44'23"W. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'37" A DISTANCE OF 7.095 FEET (CHORD BEARING N.8°07'48"E. 7.071 FEET); THENCE EAST 33.311 FEET TO A POINT ON A 15.000 FOOT RADIUS CURVE TO THE LEFT (BEARING N.57°46'09"E. TO THE RADIUS POINT); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°46'09" A DISTANCE OF 15.124 FEET (CHORD BEARING S.61°06'56"E. 14.491 FEET); THENCE EAST 75.000 FEET TO A POINT ON THE WEST LINE OF LAKATO ESTATES NO. 1, A RECORDED SUBDIVISION FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 3086228, BOOK 78-3, PAGE 103 OF OFFICIAL RECORDS; THENCE SOUTH 167.000 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID LAKATO ESTATES; SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF LOT 406, BROOKHAVEN, PLAT "D", A RECORDED SUBDIVISION FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 5531697, BOOK 93-6, PAGE 145 OF OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF SAID BROOKHAVEN, PLAT "D" AND ALSO RUNNING ALONG THE NORTH LINE OF BROOKHAVEN, PLAT "E", PARKSIDE ESTATES NO. 1 AND PARKSIDE ESTATES NO. 2 S.89°43'22"W. 1325.436 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 207 OF SAID PARKSIDE ESTATES NO. 2, A RECORDED SUBDIVISION FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 6332596, BOOK 96-4P, PAGE 119 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AFOREMENTIONED WEST VALLEY CITY PROPERTY; THENCE N.00°04'20"W. ALONG THE BOUNDARY OF SAID WEST VALLEY CITY PROPERTY 785.315 FEET TO THE POINT OF BEGINNING. CONTAINS 63 BUILDING LOTS ON 13.490 ACRES.