

After Recording Please Return To:
Joshua Johnston
392 E. Union Mill Dr.
Midvale, UT 84047

**Union Woods Park P.U.D.
HOA Number: HOA0954491941376
A Planned Residential Development
Second Amendment to Declaration of Covenants, Conditions, & Restrictions**

Legal Description

A parcel of land lying within the East half of section 30, Township 2 South, range 1 East, Salt Lake Base and Meridian. Salt Lake County, Utah, more particularly described as follows:

Beginning at the Northeast corner of lot "A" Union Woods subdivision, as shown on the official Plat thereof* thence North 89°46'25" East, a distance of 66.66 feet to the beginning of a tangent curve to the right having a radius of 15.00 feet and a central angle of 89°59'37", thence along the arc of said curve a distance of 23.56 feet; thence East, a distance of 35.00 feet; thence South 00°00'23" West, a distance of 447.90 feet to a point on the centerline of Greenwood Avenue (7500 S.); thence westerly along the centerline of said Greenwood Avenue, North 89°00'50" West, a distance of 173.79 feet; thence leaving said centerline of Greenwood Avenue North 00°00'23" East, a distance of 455.88 feet along the Eastline of Union Woods subdivision, according to the official Plat thereof; thence North 65°03'06" West, a distance of 32.55 feet to the beginning of a tangent curve to the right having a radius of 15.00 feet and a central angle of 90°00'00", thence along the arc of said curve a distance of 23.56 feet; thence North 24°56'54" East, a distance of 62.00 feet; thence North 89°46'25" East, a distance of 10.64 feet to the point of beginning.

Property contains 2.181 acres

*Said P.O.B. also lying North 89°35'57" West, 2246.03 feet along the quarter section and South 137.15 feet from the East quarter corner of Section 30, T.2S., R.1E., S.L.B.&M.

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE UNION WOODS PARK P.U.D.**

This second amendment to the declaration of covenants, conditions, and restrictions of the Union Woods Park P.U.D. is made and executed this _____ day of May, 2022 by the Union Woods Park Homeowners Association (the successor declarant).

PRELIMINARY STATEMENT

The successor declarant does hereby amend the CC&R's as set forth hereinbelow, in accordance with the provisions of section 22a of the CC&R's by affirmative vote of at least sixty seven percent of the Owners. Attached Exhibit A demonstrates that all required votes have been obtained and certified by the secretary of the association.

AMENDMENT

1. Section 3.36 is hereby added to the Declaration with the following provisions:

Lease Agreements. All lease or rental agreements with respect to any Lot or any Structure located thereon shall be in writing and shall be submitted to Management Committee for approval prior to any tenant occupancy. The minimum term of all lease or rental agreements shall be one (1) year, and all lease or rental agreements shall state that they are subject to the provisions of this Declaration. As a condition of approval of all lease or rental agreements, the Owner shall have owned the Lot or Structure for a minimum of three (3) years and be current in the payment of his or her assessments and other obligations to the Association. Record Owners who do not reside on their Lot shall provide their current address, phone number(s), and email address to the Association. Record Owners must also provide the Management Committee with the name, phone number, and email address of their renters. No more than twenty-five percent of the homes (3 of the 14 homes) in the Association may be leased or rented at any time.

Furthermore, the Lots which currently have a lease agreement must meet the requirements of this Amendment within one (1) year of the Amendment being filed. The Management Committee may, in its sole discretion, impose monetary fines against any Owner who violates this provision. Prior to imposing a fine, the Board shall provide the Owner with written notice of the violation stating that the fine(s) will be imposed if the violation is not cured or remedied within fifteen (15) days of the notice. If the violation is not cured or remedied within such 15-day period, then the Committee may impose the fine(s) in the amount(s) set forth in the notice. The amounts of the fines shall not exceed the following amounts:

- a) An initial fine of no more than \$1,000.00 for the violation; and,
- b) Additional fines of no more than \$50.00 per day for each day in which the violation continues (after the 15-day notice period) until the violation is cured or remedied.

The Committee may, in its discretion, impose fines in amounts that are less than the sums indicated above without waiving its right to impose the full amounts of the permissible fines for other violations by the same or other Owners. The fines shall be

personal obligations of the Owner(s) of the offending Lots or Structures. If the fine amount(s) are not paid in full within thirty (30) days after a written demand for payment has been provided to the Owner(s), then the fine(s) shall become a lien against the offending Owner's Lot and Structure. The remedies set forth in this Section are not exclusive, and may be exercised in addition to any other remedies available to the Committee at law, or in equity, or under the other provisions of the Declaration.

In witness whereof, this Amendment has been executed by the successor declarant in its capacity as the newly designated declarant under the CC&R's.

Certification of Votes:

By _____
Steve Sanderson, HOA Secretary

DECLARANT:
Union Woods Park HOA

By _____
Joshua Johnston, HOA President

Union Woods Park HOA

Recorded Vote Tracking Form

Lease Agreement Provisions in CC&Rs.

Number	Name of Voter	Address of Voter	Voted
1	Neil Reese	7491 Union Mill Ct	
2	Johanna Franck	7477 Union Mill Ct	
3	Steve Sanderson	7461 Union Mill Ct	
4	Rebecca Grant	7437 Union Mill Ct	
5	Josh Johnston	392 Union Mill Dr	
6	Doug Smith	393 Union Mill Dr	
7	Sang Bo Kim	389 Union Mill Dr	
8	Tiffani Martin	373 Union Mill Dr	
9	Nadia Carnes	359 Union Mill Dr	
10	Claudia Lopez	7438 Union Mill Ct	
11	Michael Garcia	7456 Union Mill Ct	
12	Marianne Yule	7464 Union Mill Ct	
13	Prabhakar Thirugnanasambandam	7476 Union Mill Ct	
14	Angela Tarver	7492 Union Mill Ct	

Certified as to completeness and correctness
Signature of secretary:

DATE:

State of Utah)
) SS.
County of Salt Lake)

On this _____ day of May 2022, before me, a Notary Public in and for said state, personally appeared Steve Sanderson known or identified to me to be the Secretary of Union Woods Park HOA, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and who acknowledged to me that such company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR UTAH

My Commission Expires _____

State of Utah)
) SS.
County of Salt Lake)

On this _____ day of May 2022, before me, a Notary Public in and for said state, personally appeared Josh Johnston known or identified to me to be the President of Union Woods Park HOA, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and who acknowledged to me that such company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR UTAH

My Commission Expires _____