

**SECOND AMENDMENT TO THE ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF REDWOOD II PLANNED UNIT DEVELOPMENT**

THIS SECOND AMENDMENT TO THE ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF REDWOOD II PLANNED UNIT DEVELOPMENT is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

A. Whereas, the Enabling Declaration of Covenants, Conditions and Restrictions for Redwood II Planned Unit Development was recorded in the office of the County Recorder of Salt Lake County, Utah on or about May 3, 1977 (the "Declaration");

B. Whereas, the Declaration was first amended by the Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development, recorded in the office of the County Recorder of Salt Lake County, Utah on March 14, 2000 as Entry No. 7594931 of the Official Records;

C. Whereas, pursuant to Article C, Section 8 of the Declaration, this Second Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of voting Members representing at least two-thirds (2/3) of the undivided interests in the Project;

D. Now therefore, the Association hereby amends the Declaration as follows:

AMENDMENT

Part One

Article C, Section 11(a) of the Declaration is hereby revised and amended to read as follows:

(a) No owner shall occupy or use his Lot, or any improvements thereon, or permit the same or any part thereof to be occupied or used for any purpose other than for residential purposes for the Owner and the Owner's family or the Owner's lessees or guests. No commercial or business activities of any nature shall be engaged in or conducted on the Lots or in the Common Areas, except that the Owners may lease their Lots for residential purposes subject to all restrictions provided herein.

Part Two

Article C, Section 11 of the Declaration is hereby revised and amended to include the following subsection:

(l) Lease and Rental Restrictions.

(i) No Lease for Transient or Hotel Purposes. No Owner shall be permitted to lease a Lot for transient or hotel purposes or for an initial term of less than thirty (30) days.

(ii) Entire Lot. No Owner shall lease less than the entire Lot.

(iii) All Leases Subject to this Declaration. Any lease agreement shall provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration and all

1 of 4

13101326
10/16/2019 4:52:00 PM \$70.00
Book - 10846 Pg - 7737-7742
RASHELLE HOBBS
Recorder, Salt Lake County, UT
VIAL FOTHERINGHAM LLP
BY: eCASH, DEPUTY - EF 6 P.

other governing documents of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and that the Management Committee shall have authority to remedy any such default by all remedies available under the law including, without limitation, by legal action against the tenant. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration and the other governing documents of the Association.

(iv) Form of Leases. All leases shall be in writing and all lease agreement forms shall be subject to approval by the Management Committee.

(v) Background Checks. No Owner shall enter into a lease with any tenant unless and until said Owner has performed a criminal background check on said Tenant and has provided the Management Committee with proof that such criminal background check has been completed. Nothing in this provision shall be construed as requiring any Owner to provide the Management Committee with a copy of any prospective tenant's criminal background check.

(vi) Owner to Provide Information Regarding Leases. Within seven (7) days of entering a lease, the Owner shall provide to the Management Committee in writing each of the following:

- 1. The name(s) of all Tenants listed on the lease;*
- 2. The Lot number the tenant is leasing;*
- 3. The date the rental period begins or began;*
- 4. The contracted termination date of the lease;*
- 5. A current telephone number and mailing address for the Owner;*

The Owner shall notify the Management Committee in writing of termination of any lease within seven (7) days of such termination.

Any Owner that is currently leasing his Lot at the time that this Declaration is recorded in the Salt Lake County Recorder's Office shall provide to the Management Committee all items listed in this Section 11(l)(vi) within seven (7) days of such recording.

(vii) Restriction on the Number of Lots That May be Rented. No Owner may rent his Lot without first receiving approval from the Management Committee and no more than two (2) Lots in the Project shall be rented at any given time. Notwithstanding the provisions of this Section 11(l)(vii), any Owner that is renting out his Lot at the time this Amendment is recorded with the Salt Lake County Recorder's Office shall be permitted to continue to rent out his Lot until 1) the Owner occupies the Lot; 2) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot; or (3) the Lot is transferred.

The Management Committee shall create procedures to determine and track the number of rentals in the Project and ensure consistent administration and enforcement of these rental restrictions. Such procedures shall be made available to the Owners in a document describing the Association's rules or in another written document. In determining who shall be permitted to rent his Lot, the Management Committee shall give first priority to the first request made in time, second priority to the second request made in time, and so forth. Notwithstanding the

foregoing, the Management Committee may refuse any Owner permission to rent if, at the time of the Owner's request, he has not paid all assessments, fines, and fees charged against him by the Association.

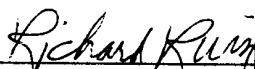
The following shall be exempt from the rental restrictions contained in this Section 11(l)(vii):

- 1. Any Owner in the military for the period of the Owner's deployment;*
- 2. Any Lot occupied by an Owner's parent, child, or sibling;*
- 3. Any Owner whose employer has relocated him for two years or less; and*
- 4. Any Lot owned by an entity that is occupied by an individual who (A) has voting rights under the entity's organizing documents; and (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity;*
- 5. Any Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:*
 - (A) the estate of a current resident of the Lot; or*
 - (B) the parent, child, or sibling of the current resident of the Lot;*

(vii) Compliance with City Ordinances. No Owner may rent his Lot in any manner that is not in compliance with the ordinances and laws of the City of Taylorsville.

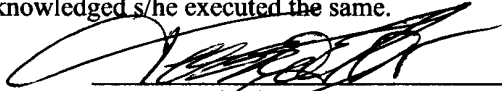
******* End of Amendment *******

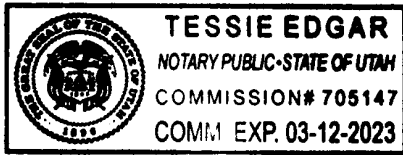
The undersigned, on behalf of the Management Committee, hereby certifies that pursuant to Article C, Section 8 of the Declaration, this Second Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of voting Members representing at least two-thirds (2/3) of the undivided interests in the Project:


Printed Name: RICHARD RUIZ
Position: CHAIRMAN
Date: SEPTEMBER 30, 2019

STATE OF UTAH)
County of Salt Lake) :SS

On this 30th day of September, 2019, Richard Ruz personally appeared and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged s/he executed the same.



Notary Public for Utah

"Subject Property") located in Salt Lake County, Utah, and more particularly described as:

Beginning at a point which is North $0^{\circ} 01'25''$ West 350.00 feet and North $89^{\circ}49'42''$ East 33.00 feet from the Southwest corner of the Northeast quarter of Section 22, T 2 S, R 1 W, S.L.B. & M. and running thence North $0^{\circ} 01'25''$ West 120.00 feet; thence North $89^{\circ} 49'42''$ East 156.74 feet; thence North $0^{\circ} 01'25''$ West 123.50 feet; thence North $89^{\circ} 49'42''$ East 33.05 feet; thence North $0^{\circ} 01'25''$ West 50.00 feet; thence North $89^{\circ}49'42''$ East 146.46 feet; thence South $32^{\circ}32'46''$ East 78.74 feet; thence South $36^{\circ}33'28''$ East 104.40 feet; thence South $31^{\circ}32'00''$ East 191.64 feet; thence South $29^{\circ}49'17''$ East 75.16 feet; thence South $89^{\circ}49'42''$ West 281.21 feet; thence North $0^{\circ} 01'25''$ West 86.00 feet; thence South $89^{\circ}49'42''$ West 297.00 feet to the point of beginning. (contains 2.715 acres)

Parcel Numbers

21222530040000
21222530050000
21222540010000
21222540020000
21222540030000
21222540040000
21222540050000
21222540060000
21222540070000
21222550010000
21222550020000
21222550030000
21222550040000
21222550050000
21222550060000
21222550070000
21222550080000
21222550090000
21222550100000
21222550110000
21222550120000
21222550130000
21222570040000
21222570050000
21222570060000