

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 94TH STREET P.U.D.**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for 94th Street P.U.D. ("Second Amendment") is executed pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions for 94th Street P.U.D. as described in Recital "A" hereof, by the SHADOW OAKS AT 94TH STREET HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"). The Declaration covers the real property described in Exhibit "A" attached hereto.

#4300
7-21

RECITALS

A. Declarant has previously filed for record a Declaration of Covenants, Conditions and Restrictions for 94th Street P.U.D. with the Salt Lake County Recorder on October 26, 1996 in Book 7517, Page 684 as Entry No. 6486607 ("Declaration").

B. The Association has previously filed for record the First Amendment to Declaration of Covenants, Conditions, and Restrictions for 94th Street P.U.D. with the Salt Lake County Recorder on October 3, 2000 in Book 8392, Page 235 as Entry No. 7731153 ("First Amendment").

C. The Association desires to amend certain provisions of the Declaration to limit the number of Units which may be leased or rented within the Association.

D. The Association on behalf of Owners and pursuant to the amendment provisions of the Declaration has caused this Second Amendment to be prepared and the certification of the Association to be attached hereto as Exhibit "B" and incorporated herein by this reference.

NOW, THEREFORE, The Association hereby amends the Declaration, as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration, as amended.
2. Amendments. The following Articles and Sections of the Declaration are hereby amended as hereinafter provided:

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05/06/2010 11:11 AM \$43.00
Book - 9823 Pg - 7292-7298
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CIRRUS PROPERTIES
PO BOX 171014
SLC UT 84117
BY: ZJM, DEPUTY - WI 7 P.

E. **ARTICLE 3, SECTION 6**

**OWNER OCCUPANCY REQUIREMENT
AND RENTAL AND LEASE RESTRICTIONS**

The following amendment replaces and supersedes the prior language found in Article 3, Section 6

6. Owner Occupancy Requirement and Rental and Lease Restrictions

(1) Owner Occupancy Requirement

(a) Owner Occupancy Requirement. Except as provided in Subsection 2 of this Section, all but four (4) residences shall be occupied by an Owner or the immediate family members of an Owner. As used in this Subsection, "immediate family members" means an Owner's spouse, children, parents, and siblings.

(b) Restrictions on Permitted Rentals and Leases. A Residence permitted to be leased under Subsections 2 and 3 of this Section are subject to the following restrictions:

(i) An Owner may not rent or lease less than the entire Residence and no Owner may rent or lease a Residence for transient or hotel purposes.

(ii) A Residence may not be rented or leased for a period of less than thirty (30) consecutive days.

(iii) A Residence may not be rented or leased without the approval of the Board if required under Subsection 2(c) below.

(2) Owner Occupancy Exceptions.

(a) Grandfather Exception. Subsection 1(a) above does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Residence in compliance with Subsection 1(b) above. The Owner may continue to rent or lease the Residence to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Residence under this section terminates when the Owner no longer has an interest in the Residence, or when the Owner occupies the Residence. The successor in interest to the Residence has no rights under this section and is subject to the restrictions of Subsection 1(a) above.

(b) Military Deployment Exception. An Owner of a lot or Residence who is deployed with the military. Military personnel, not deployed, are otherwise subject to the requirements and restrictions of this Article.

(c) Employment Relocation Exception. An Owner of a lot or Residence who is relocated for employment for less no less than two years.

(d) Trust or Entity for Estate Planning Exception. If the trust or 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, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other 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.

(e) Hardship Exception. If an Owner's application to lease his/her Residence is denied by the Board, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, extended vacation, disability, or difficulty in selling the Residence due to market conditions in the area or other similar circumstances, the Board has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Residence. However, the Board may not approve a hardship application to rent or lease a Residence under this section for a period of more than six months.

(3) Rules and Regulations regarding the Application and Approval to Rent or Lease a Residence. The Board shall adopt by resolution rules and regulations that establish the application and approval process, a waiting list, the contents of lease agreements, and any other rules deemed necessary by the Board to implement this Article.

(4) Remedies.

(a) If an Owner rents or leases a Residence in violation of this Article, or violates other rules and regulations imposed by the Board, including leasing a Residence after the Board denies such application, the Board may:

(i) Assess fines against the Owner and Owner's Residence in an amount to be determined by the Board pursuant to a schedule of fines adopted by the it in accordance with Utah Code Ann. §57-8a-208.

(ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to terminate the rental or lease agreement and remove the tenant.

(b) Pursuant to rules adopted under this Section, if the Board determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or rules and regulations, after notice and an opportunity for a hearing as provided in Utah Code Ann. §57-8a-208, the Board may require an Owner to terminate a lease or rental agreement.

(5) Costs and Attorney Fees.

(a) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this Section, including reasonable attorney fees, are assessments against the Owner and Residence which may be collected and foreclosed by the Association as provided in the Declaration and pursuant to Utah Code Ann. §57-8a-203.

(b) In addition to Subsection (a) of this section the Association is entitled to recover from an Owner determined in violation of this Article its costs and attorney fees incurred for enforcement of this Article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Residence as an assessment as provided in the Declaration and pursuant to Utah Code Ann. §57-8a-203.

(6) Utah Landlord-Tenant Code Not Applicable. Nothing in this article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

Shadow Oaks at 94th Street Homeowners Association.
Resolution of the Board of Directors

PROCEDURES AND GUIDELINES FOR
RENTAL RESTRICTIONS AND LEASE AGREEMENTS

RECITALS

- A. The Association is Shadow Oaks at 94th Street Homeowners Association, Inc. ("Association"), a Utah nonprofit corporation.
- B. The Association, including all lot owners, tenants, guests, or other persons occupying a lot or using the Community Areas, is governed by the Declaration of Covenants, Conditions and Restrictions for 94th Street P.U.D. with the Salt Lake County Recorder on October 26, 1996 in Book 7517, Page 684 as Entry No. 6486607 ("Declaration"). The Association is governed by and any rules and regulations adopted by the Board pursuant to the Declaration.
- C. UCA §16-6a-801 and Section 3.10 of the Declaration states that the affairs of the Association shall be conducted and governed by the Board of Directors ("Board").
- D. Section 3.5(e) of the Declaration empowers the Board to adopt by resolution rules and regulations that establish the application and approval process, a waiting list, the contents of lease agreements, and any other rules deemed necessary by the Board to further define and enforce Article 3, Section 6.

RESOLUTION

NOW, THEREFORE, IT IS RESOLVED that:

The procedures and guidelines set forth below set out the process is hereby created pursuant to Section 3.6 of the Declaration.

Application and Approval to Rent or Lease Residence.

(a) Application and Approval. Before renting or leasing a Residence, an Owner shall submit an application to the Board and receive approval to rent or lease the Residence.

(b) Board Action. The Board shall review the application to rent or lease a Residence in accordance with Subsection (iii) of this section and, subject to the limitation imposed under Section 2(e) below, shall:

- (i) Approve the application unless the rental or lease would result in more than three (3) Residences within the development (the "Rental-Lease Limit") being rented or

leased.

- (ii) Deny the application if approval of the application would result in the number of Residences being rented or leased exceeding the Rental-Lease Limit.
- (iii) Review Procedure.

(a) The Board shall review applications for approval to rent or lease a Residence in chronological order based on the date of receipt of the application. Within twenty (20) business days of receipt, the Board shall approve or deny an application as provided in this section and shall notify the Owner within thirty (30) business days of receipt of the application of the Board's decision.

(b) If approval is not given, the notification must state the reason for the denial. Failure of the Board to respond within the time period specified in this subsection does not constitute approval by the Board.

(iv) Waiting List. If an Owner's application is denied, unless otherwise directed in writing by the Owner, the applicant (including applicants who receive approval of a hardship application) shall be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received shall have first opportunity to rent or lease the Residence, subject to the limitation imposed below.

(v) Authorization of Others to Perform Duties Under This Section. The Board may grant a management agent or other person the authority to review and, except for hardship applications, to approve or deny applications under this section.

(vi) Requirement if Lease or Rental Terminated. If a rental or lease approved by the Board under this section is terminated, an Owner shall apply to the Board for approval to rent or lease the Residence thereafter in accordance with this section unless the Owner rents or leases the Residence within sixty (60) days of termination of the rental or lease.

Limitations.

Except for the exceptions outlined in Section 3.6(2), an Owner is not eligible to rent more than one Residence until the pending applications of:

- (i) All Owners who are not currently renting or leasing a Residence are approved; and
- (ii) All Owners who are currently renting or leasing fewer Residences than the applicant are approved.

Rental and Lease Agreement; Copies of Documents.

Rental and lease agreements shall comply with this section.

(i) Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide:

(a) The agreement and tenants are subject in all respects to the provisions of the Declaration, these Bylaws and any amendments thereto, and all rules and regulations adopted at any time by the Association.

(b) The tenant must comply with all applicable requirements of the documents specified in this subsection.

(c) Failure by a tenant to comply with the terms of the documents specified in this subsection constitutes a default under the rental or lease agreement and that the Association has the remedies specified below, including, without limitation, the right of the Association to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.

(ii) Copies of Documents Required to be Provided to Tenants. The Owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect and shall take a receipt for delivery of the documents. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change, or supplement within ten (10) calendar days of adoption by the Association or the Board.

(iii) Information and Documents Required to be Furnished by the Association. On and after the recording date of this amendment, upon the commencement of the rental or lease period, the Owner shall provide the Association a Statement of Residence Occupancy Information, a copy of the receipt specified in this section and if requested, a copy of the rental or lease agreement. If the Owner fails to provide the receipt, the Association shall provide the documents to the tenant and take a receipt therefore, and shall assess the Owner a reasonable charge for the cost incurred in providing the documents.

EXHIBIT "A"

Certification

Certificate Authorizing Amendment

The undersigned President of Shadow Oaks at 94th Street Homeowners Association, Inc. a Utah non-profit corporation, does hereby certify that the Second Amendment to Declaration of Covenant, Condition and Restrictions for 94th Street P.U.D., to which the Certificate is attached as an Exhibit, has been duly authorized and approved by ____% of the total votes of the Association cast in favor of the adoption of said amendment at a duly called meeting of the Association or per written ballot in accordance with the Declaration.

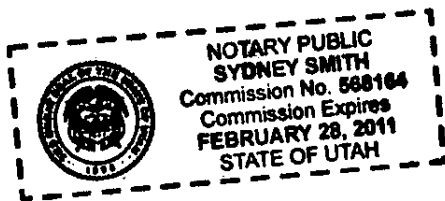
This Certificate is executed this 22 day of April, 2010.

Shadow Oaks at 94th Street
Homeowner Association, Inc.

By: Randi C. Nelson-Frausto
Name: Randi C. Nelson-Frausto
Title: President

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

On this 22 day of April, 2010, personally appeared before me Randi C Nelson who being by me duly sworn, did say that he is the President of Shadow Oaks at 94th Street Homeowners Association, Inc., A Utah non-profit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or resolution of its Management Committee, and said office acknowledged to me that said corporation executed the same.



[Signature]
Notary Public