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**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR  
94<sup>TH</sup> STREET P.U.D.**

This Third Amendment to the Declaration of Covenants, Conditions & Restrictions for 94<sup>th</sup> Street P.U.D. ("Amendment") is executed on the date set forth below, by the Shadow Oaks at 94<sup>th</sup> Street Homeowners Association, Inc., a Utah nonprofit corporation ("Association") and shall become effective when recorded with the Salt Lake County Recorder.

**RECITALS**

A. The 94<sup>th</sup> Street P.U.D. was made subject to that certain instrument called the "Declaration of Covenants, Conditions & Restrictions for 94<sup>th</sup> Street P.U.D.", which was recorded with the Salt Lake County Recorder on October 22, 1996, as Entry No. 6486607 ("Declaration").

B. The Declaration was first amended by that certain instrument called the "First Amendment to the Declaration of Covenants, Conditions and Restrictions for 94<sup>th</sup> Street P.U.D.", which was recorded with the Salt Lake County Recorder on October 3, 2000, as Entry No. 7731153.

C. The Declaration was next amended by that certain instrument called "Second Amendment to the Declaration of Covenants, Conditions and Restrictions for 94<sup>th</sup> Street P.U.D.", which was recorded with the Salt Lake County Recorder on May 6, 2010, as Entry No. 10947821.

D. The Association desires to further amend certain provisions of the Declaration.

E. Article III, Section 30 of the Declaration provides that it may be amended with the affirmative vote of at least 67% of the Owners.

F. In consideration of the covenants contained herein, and in the interest of preserving the Property's value, quality, and enjoyment, at least 67% of the Owners have duly approved the amendments listed below.

G. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

H. Unless specifically modified below, all remaining provisions of the Declaration shall remain in full force and effect.

I. There are no Eligible Mortgagees as such are defined in the Declaration.

**AMENDMENTS**

**Amendment 1**

Article I, Section 4 of the Declaration is hereby amended to read as follows:

4. Association shall mean and refer to the Shadow Oaks at 94<sup>th</sup> Street Homeowners Association, Inc. and any successor.

**Amendment 2**

Article I, Section 45 of the Declaration is hereby amended to read as follows:

45. **Recreational or Oversized Vehicle** shall mean and refer to any recreational or oversized vehicle, motor home, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or the like as determined by the Management Committee.

**Amendment 3**

Article III, Section 1 of the Declaration is hereby amended to read as follows:

1. **Description of Improvements.** The significant improvements in the Project include twenty-two (22) Lots and Dwelling Units constructed with cement footings and foundations, wood, siding, stucco and/or cobblestone rock exteriors, and composite asphalt shingles on the roof; Common Area consisting of visitor and resident parking spaces, green space, landscaping, roadways, a common utility system, as well as an entrance to and exit from the Community. All Dwelling Units and residential structures must be of like kind, color, and quality with a minimum of 1,500 square feet on the main floor and 250 square feet in the basement area.

**Amendment 4**

Article III, Section 5(f)(9) of the Declaration is hereby amended to read as follows:

(9) **Energy Conservation Equipment.** Solar energy collector panels and attendant hardware or other energy conservation equipment (collectively referred within this Subsection (9) as “Energy Equipment”) shall be prohibited from being constructed or installed on any Lot or Dwelling Unit in the Project without advanced written approval from the Management Committee. Notwithstanding the forgoing, if the Management Committee elects to allow Energy Equipment in the Project, it may adopt rules or regulations for its installation and ongoing maintenance. Any such rules or regulations must require that the installation be an integral and harmonious part of the architectural design of the Lot or Dwelling Unit, and may not allow Energy Equipment to be installed so as to be visible from the front of the Lot or Dwelling Unit. The Management Committee shall have the sole discretion to determine compliance with any rules or regulations regarding Energy Equipment. The following requirements shall apply to any Energy Equipment allowed by the Management Committee:

- a. The Energy Equipment shall be installed in a manner that complies with all applicable, health, safety, and building requirements established by applicable law, regulation, building code, or ordinance;
- b. If the Energy Equipment is used to heat water, it shall be certified by the “Solar Rating and Certification Corporation”, or a nationally recognized solar certification entity, as determined by the Management Committee;
- c. If the Energy Equipment is mounted on a roof, it shall not extend above the roof line and all panel frames, support brackets, and visible piping and wiring shall be similar in color and texture to the roof material;
- d. If the Energy Equipment is mounted on the ground, it shall not be visible from the street that the Dwelling Unit fronts;
- e. Any and all costs incurred by the Association in reviewing any application to install Energy Equipment or in carrying out or enforcing the terms of this Section, including attorneys’ fees, shall be paid to the Association as an Individual Assessment;

f. The Owner of the Lot or Unit whereupon the Energy Equipment is installed shall maintain the same in a clean, attractive, and workmanlike manner, as determined by the Management Committee;

g. As provided by the Act, the Owner installing the Energy Equipment shall be jointly and severally liable with any subsequent Lot Owner for a violation of any rules or regulations duly adopted by the Association regarding the placement, care, maintenance, and so forth of any Energy Equipment, including those requirements set forth herein;

h. The Lot Owner shall be responsible for, and shall indemnify and hold the Association harmless from, any damage or injury to person or property that is caused by the Energy Equipment; and

i. As a condition of installing any Energy Equipment, a deed restriction or similar agreement covering the foregoing requirements, and any others imposed by the Association (as used herein "Energy Agreement"), shall be entered into by the Owner and the Association. The Energy Agreement shall be recorded against the Lot, run with the Lot, and be binding upon the Lot's successors in interest or assigns.

#### **Amendment 5**

Article III, Section 5(f)(10) of the Declaration is hereby amended to read as follows:

(10) Business Use. No commercial trade or business may be conducted in or from any Lot unless it is approved by the Committee after determining that the activity will not constitute a nuisance, create a hazardous or offensive use, or threaten the security or safety of other residents of the Project; or unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project without Committee approval or the door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character, as may be determined in the sole discretion of the Committee.

#### **Amendment 6**

Article III, Section 5(f)(11)(b) of the Declaration is hereby amended to read as follows:

b. Except for purposes of loading or unloading passengers or supplies (for a period of time up to twenty-four (24) hours), no Recreational or Oversized Vehicle parking is allowed in the Project;

#### **Amendment 7**

Article III, Section 5(f)(11)(e) of the Declaration is hereby amended to read as follows:

e. Except as otherwise provided in the rules or regulations adopted by the Committee, residents may only park their motor vehicles within their garages and driveways;

#### **Amendment 8**

The first paragraph of Article III, Section 5(f)(14) of the Declaration is hereby amended to read as follows (paragraphs 2 and 3 remain in tact):

(14) Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except as allowed by Sandy City ordinance, subject to rules and regulations adopted by the Management Committee. No animals may be kept, bred, or maintained for commercial purposes.

### **Amendment 9**

Article III, Section 6 of the Declaration is hereby amended by adding the following language as Sub-Section 6(7):

(7) **Owner Occupancy Lease.** Notwithstanding any of the foregoing, an Owner who occupies his Unit as his primary residence may lease or rent less than the entire Unit. The Owner may not however do so for transient or hotel purposes as determined by the Management Committee.

### **Amendment 10**

Article III, Section 15(a) of the Declaration is hereby amended to read as follows:

a) **Annual Meeting.** The annual meeting of the Owners shall be held in January or February each year at a date and time established by the Management Committee. Notice of the annual meeting shall be provided to all Owners at least ten (10) but no more than sixty (60) days before the meeting.

### **Amendment 11**

Article III, Section 15(d) of the Declaration is hereby amended to read as follows:

d) **Quorum.** The presence of at least thirty percent (30%) of the Owners entitled to vote shall constitute a quorum for the transaction of business at any Owner's meeting.

### **Amendment 12**

Article III, Sections 19(a), (b), and (e) of the Declaration is hereby amended to read as follows:

a) **Area of Common Responsibility.** The Association shall maintain, repair, and replace, as needed from time to time, the Common Area, and certain improvements constructed or installed thereon and in, on, or about the Lots, including, but not limited to, all entrances and exits from the Project; streets and roads; the visitor and open parking spaces; street lighting; common sidewalks; curbs and gutters; central utility systems for power, light, and water; Common Area landscaping and green space; sprinkler systems; and, except as otherwise provided, all grass edging and mowing in the front and back yards of Lots as well as the maintenance of flower beds in front yards of Lots and the preparation, maintenance, and planting of all flower beds in the Common Area. The foregoing items are hereinafter referred to as the "Area of Common Responsibility".

b) **Landscaping Restrictions.** Lot Owners shall not modify the landscaping, green space, sod, plant and flower beds, sprinkling systems, or drainage in or about the Common Area without the prior written consent of the Management Committee. Owners may modify the landscaping in their backyards but shall maintain them in a clean and tidy appearance as determined by the Management Committee and as set forth in (h) below. Underground hot tubs and pools are prohibited. All backyard modifications shall not be visible from the front of the Unit, except as otherwise approved by the Management Committee.

e) **Area of Personal Responsibility.** Except as otherwise provided in the Declaration, each Owner shall maintain his Lot and Unit and all improvements constructed or installed thereon. The following items are expressly included in the Area of Personal Responsibility: all roofs; foundations; exterior cladding; footings; columns; girders; beams; supports and main walls of any Unit and garage; all individual utility services such as power, light, gas, hot and cold water; heating and air conditioning systems; garage doors; garage door systems; fences between Lots (shared between adjoining Lot Owners); and the interior surface of Project

perimeter fencing that encloses one side of a Lot. If an Owner modifies the sprinkler system in their backyard area then the Owner shall be responsible for the maintenance and repair of the sprinkler system. If an item is not included in the Area of Common Responsibility and it is located in, on, under, or above a Lot, then it shall be the responsibility of the Lot Owner, unless otherwise determined in writing by the Management Committee. The foregoing items are hereinafter referred to as the "Area of Personal Responsibility". Any change, alteration, or modification to the exterior of a Living Unit shall be pre-approved in writing by the Management Committee who may establish guidelines and rules regarding such work including, the requirement that such work be done by a licensed and insured contractor, that certain materials and color schemes be used, and other regulations as reasonably determined by the Management Committee. Any changes, modifications, or alterations that would negatively affect the structural integrity of a Unit are prohibited. The Management Committee may seek an opinion from a professional engineer or architect that any proposed work will not impair the structural integrity of a building and the expenses of such shall be paid by the requesting Owner.

**Amendment 13**

Article III, Section 31 of the Declaration is hereby amended to read as follows:

31. Violation, Notice, Hearing. The Association, through the Management Committee, may levy fines for violations of the Project Documents as outlined in §57-8a-208 of the Utah Community Association Act.

**Amendment 14**

Article III, Section 32 of the Declaration is hereby amended to read as follows:

32. Association Notices. When the Project Documents require notice to be given to an Owner or Owners, notwithstanding any provision to the contrary, such notice may be delivered to an Owner by personal delivery, email, or first-class mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit or posted on the front door of the Unit. Any notice so deposited in the mail shall be deemed delivered when deposited in the United States mail. Any notice delivered by email shall be deemed delivered when sent to the email address registered with the Association. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

**Amendment 15**

Article III, Section 44 of the Declaration is hereby amended to read as follows:

44. Service of Process. The Registered Agent listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code shall be the person to receive service of process for the Association.

**[INTENTIONALLY LEFT BLANK – SIGNATURE ON NEXT PAGE]**

**CERTIFICATION**

The foregoing amendments were duly approved by at least 67% of the Owners pursuant to the requirements of Article III, Section 30 of the Declaration. As the President of the Association, I am duly authorized by the Management Committee to execute this document on the Management Committee's behalf.

**SHADOW OAKS AT 94<sup>TH</sup> STREET  
HOMEOWNERS ASSOCIATION, INC.**

Donna Estep  
President

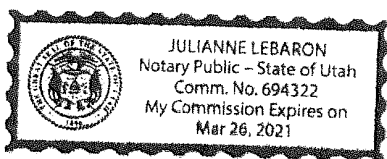
**ACKNOWLEDGEMENT**

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Donna Estep, the President of the Shadow Oaks at 94<sup>th</sup> Street Homeowners Association, Inc.

Julianne LeBaron  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTIONS**  
**22 LOTS AND COMMON AREAS**

All Lots and Common Areas as shown on the plat map for “94<sup>th</sup> Street PUD”, including:

28081270180000	– Lot 22
28081270190000	– Lot 21
28081270220000	– Lot 18
28081270230000	– Lot 17
28081270240000	– Lot 16
28081270250000	– Lot 15
28081270280000	– Lot 12
28081270290000	– Lot 11
28081270300000	– Lot 1
28081270310000	– Lot 2
28081270320000	– Lot 3
28081270330000	– Lot 4
28081270340000	– Lot 5
28081270350000	– Lot 6
28081270360000	– Lot 7
28081270370000	– Lot 8
28081270380000	– Lot 9
28081270390000	– Lot 10
28081270400000	– Common Area
28081270410000	– Common Area
28081270460000	– Lot 14
28081270470000	– Lot 13
28081270490000	– Lot 19
28081270500000	– Lot 20