

E 2896554 B 6363 P 655-657
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/01/2015 02:28 PM
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When Recorded Return To:
Oakwood Homes of Utah, LLC
206 E. Winchester Street
Murray, Utah 84107

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OCT 01 2015

07-299-0001 - 07-299-0032

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODS PARK HOMEOWNERS ASSOCIATION

This *First Amendment to Declaration of Covenants, Conditions, and Restrictions for Woods Park Homeowners Association* (“**Amendment**”) is entered into on the date set forth below by Oakwood Homes of Utah, LLC, a Delaware limited liability company (“**Declarant**”).

RECITALS

A. Declarant has previously executed a *Declaration of Covenants, Conditions and Restrictions for Woods Park Homeowners Association* (“**Declaration**”), which was recorded in the real property records of Davis County, Utah, on June 9, 2014, as Entry No. 2807473. Unless otherwise indicated, capitalized terms used in this Amendment have the meanings set forth in the Declaration.

B. The Declaration establishes certain covenants, conditions, restrictions, easements, and terms of use and encumbers that certain real property identified in the Declaration as the “Property.” The Property is more particularly identified in Exhibit A hereto.

C. Declarant now desires to amend the Declaration to incorporate the provisions set forth below.

D. Pursuant to Section 12.1(a) of the Declaration, the Declaration may be amended by the Declarant so long as Declarant owns any lot in the Community (as defined in the Declaration) and thereafter by two-thirds (2/3) of all Owners of Lots in the Community.

E. Declarant currently owns more than (2/3) of the Lots in the Community and is entitled to amend the Declaration.

NOW THEREFORE, Declarant does hereby modify and amend the Declaration as follows:

1. Section 9.1 of the Declaration is deleted in its entirety and replaced with the following language:

9.1 Lots / Declarant Improvements. Maintenance of the Lots and all structures or other Improvements thereon (excluding landscaping) shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all Improvements constructed by Declarant, including walls, entry monuments and other similar structures (but excluding landscaping) shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected.

2. A new section is added to Article 9 as follows:

9.2 Maintenance of Landscaping by Association. Notwithstanding any other provision of this Declaration, the Association shall be responsible for all landscaping within the Community. Without limitation, the Association shall maintain the landscaping for all common areas and open space within the Community as well as the landscaping for all individual Lots in the Community.

3. This Amendment shall be effective and binding upon the Property when it is recorded in the real property records of Davis County. Except for the portions of the Declaration modified pursuant to the terms of this Amendment, all other portions of the Declaration shall remain in full force and effect.

WHEREFORE, Declarant has executed this Amendment on the 30th day of September, 2015.

DECLARANT
OAKWOOD HOMES OF UTAH, LLC
a Delaware limited liability company

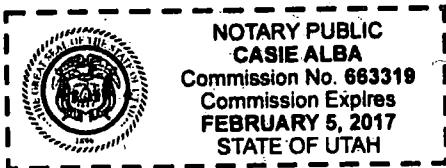
By: [Signature]
Name: JAMES DOOLIN
Title: VP LAND

STATE OF UTAH)

:SS.

County of Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of September, 2015, by James Doolin as the VP of Land of Utah of Oakwood Homes of Utah, LLC.



[Signature]
Notary Public

EXHIBIT A
(Property Description)

BOUNDARY DESCRIPTION

Beginning at the intersection of the quarter section line and the east line of a Frontage Road on the east side of the Interstate 15 Freeway, said point being North 89°13'20" East 384.08 feet along the quarter section line from the West Quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian, and running:

Thence North 0°11'10" East 396.61 feet along the east line of said Frontage Road to the south line of Lund Lane;

Thence South 89°30'30" East 498.00 feet along the south line of said Lund Lane to a line defined in a Boundary Line Agreement,

Entry No. 2757901;

Thence South 0°11'15" West 418.58 feet along the line defined in said Boundary Line Agreement to a point 33.00 feet south of the quarter section line;

Thence North 89°13'20" East 2.00 feet

Thence South 0°11'19" West 50.00 feet to a point on line defined by Boundary Line Agreement, Entry No. 2754923;

Thence South 89°13'20" West 500.05 feet along said boundary line to the east line of a Frontage Road;

Thence North 0°11'10" East 83.00 feet along the east line of a Frontage Road to the point of beginning.

Contains 236,196 square feet, 5.422 acres.

June 5, 2014

DATE

Keith R. Russell

KEITH R. RUSSELL
PLS NO. 164386

