WHEN RECORDED MAIL TO:

Century Land Holdings of Utah, LLC 2989 N. Maple Loop Dr. Suite 110 Lehi, UT 84043

13292721 6/9/2020 9:27:00 AM \$216.00 Book - 10957 Pg - 5059-5063 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 5 P.

## FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOOD FARMS

### In Reference to Tax ID Numbers.:

21-30-355-001 through 21-30-355-012 21-30-356-001 through 21-30-356-004 21-30-354-013 through 21-30-354-020 21-30-357-001 through 21-30-357-007 21-30-301-023 through 21-30-304-020 21-30-305-001 through 21-30-305-016

# FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOOD FARMS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOOD FARMS (the "Amendment") 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. The Association is governed by the Declaration of Covenants, Conditions and Restrictions for Wood Farms recorded, on or about August 2, 2018, in the Office of the Salt Lake County Recorder, State of Utah, (the "Declaration") as Entry No. 12822518:2018;
- B. This Amendment shall amend the Declaration and shall apply to and be binding against all of the property more fully described in Exhibit A, attached hereto, and any additional Property, annexation, expansion or supplement thereto (the "Property");
- C. This Amendment is subject to the Definitions of the Declaration at Article I, unless otherwise defined herein.
- D. This Amendment is intended to: clarify the Declaration and shall control over any contradiction in the Declaration.
- E. Pursuant to the Declaration at Article XV, Section 5 and as any of those requirements may be modified by statute, the necessary approvals to amend the Declaration were duly conducted and received to adopt and record this Amendment.

**NOW THEREFORE,** the Association hereby amends Article XI, Section 6 and replaces it with the following:

<u>Section 6 – Temporary Structures</u>. No Used or second-hand structure, no building of a temporary character, no mobile home, trailer, camper, recreational vehicle, shack, detached garage, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently. Permanent storage sheds and basements for the main dwelling are permitted, upon approval by the Architectural Committee or the Declarant. Tents may be used for limited overnight backyard camping.

The Association also hereby amends Article XI, Section 3 and replaces it with the following:

Section 3 - Commercial Use. Subject to the Section entitled "Construction Sales" of the Article hereof entitled "Easements," a Lot shall be used for residential purposes only, including all ancillary uses permitted by applicable zoning ordinances, except that the Board may approve small home businesses at its complete discretion. No room or rooms in any building may be rented or leased to any person, provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire Unit, but only for periods in excess of

30 days. No business or profession may be conducted in a residence constructed on a Lot which involved the solicitation or invitation of the general public.

The Association also hereby amends Article XI, Section 7 and replaces it with the following:

Section 7 – Vehicles. No automobile, truck, pickup, motorbike, motorcycle, trailbike, tractor, golf cart, mobile home, trailer, camper, recreational vehicle, snowmobile, all-terrain vehicle, boat or similar equipment shall hereafter be permitted to remain upon an Lot, unless placed or maintained within an enclosed garage or within a fenced side yard or back yard, nor permitted to be parked other than temporarily, on any street, alley, or Common Areas within the Covered Property. Automobiles; motorcycles; non-commercial, regular sized trucks and pickups may also be parked on concrete surface driveways. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

The Association also hereby amends Article XI, Section 10 and replaces it with the following:

<u>Section 10 – Tennis Courts and Pools</u>. Tennis courts and swimming pools may be constructed and maintained upon approval by the Architectural Committee or the Declarant.

The Association also hereby amends Article XV, Section 5of the Declaration and replaces it with the following:

Section 5 – Amendments. Subject to the other provisions of this Declaration, including, without limitation, the rights of Mortgagees and/or First Mortgagees pursuant to the Articles hereof entitled "Insurance" and "Rights of Lenders," or otherwise this Declaration may be amended only by the affirmative written assent or vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Members. Notwithstanding anything to the contrary in this Section or elsewhere in the Declaration, until control of the Association is turned over to Owners as provided in Article II, Section 4 of the Declaration, no amendment to the Declaration may be passed without the Declarant's approval and the Declarant shall have the unilateral right to amend the Declaration.

IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the <u>Z</u> day of January 2020 in accordance with the Declaration.

	Wood Farms Board
	Signature
	JEFF MEAOS
	Printed Name  BOAR O
	Position
STATE OF UTAH ) :ss	
County of Salt Lake On this 2 day of January	2020, personally appeared
pefore me JOH Mends	who is known to me or who presented my presence and while under oath or affirmation,
	Kelsus Dowloo Notary Public

### EXHIBIT A PROPERTY DESCRIPTION

Lots 101 through 112, and Parcel A, WOOD FARMS PHASE 1 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Lots 201 through 211, and Parcel A, WOOD FARMS PHASE 2 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Lots 301 through 340, WOOD FARMS PHASE 3 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Lots 401 through 433, WOOD FARMS PHASE 4 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.