

7-12

AMENDMENT

**TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE UNION GARDENS PLANNED UNIT DEVELOPMENT**

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Union Gardens Planned Unit Development (the "Declaration") was recorded in the office of the Salt Lake County Recorder on December 20, 2004 in Book 9074, pages 5463-5489 as Entry 9253055; and

WHEREAS, Section 9.1 of the Declaration provides for amendment or repeal by the vote or written consent of the Owners of not less than fifty-one percent (51%) of the Lots in the planned unit development (the "Property"), together with written consent of Declarant; and

WHEREAS, the Declarant no longer has any ownership interest in the Property and has consented to this Amendment; and

WHEREAS, members holding at least fifty-one percent (51%) of the Lots within the Association have approved this Amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

I

Section 6.1 of the Declaration is amended as follows:

6.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested in his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly dues, reimbursements, annual, and special assessments, and his pro rata

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KENNETH OMER KEMP
677 E UNION GARDEN COURT
MIDVALE UT 84047
BY: KSR, DEPUTY - WI 7 P.

share of all taxes levied on the assets owned by the Association, together with late payment fees, interest, and costs of collection, if and when applicable. All such amounts shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint, and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights or interest in the Common Improvements or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest, and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

II

Section 6.9 of the Declaration is amended as follows:

6.9 **Effect of Nonpayment of Monthly Dues, Assessments, Fines, and Fees.**

(a) *Nonpayment Constitutes a Continuing Lien.* Any monthly dues, assessment, fines, and fees not paid when due shall constitute and remain a continuing lien on the affected Lot. If any monthly dues, assessment, fine, or fee is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date at the rate to be determined by rule or regulation by the Association Board, and the Association may bring an action against the Owner or may foreclose its lien against the Lot, or both. The Association shall be entitled to recover all its costs and expenses, including interest, collection costs, reasonable

attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights.

(b) *Nonpayment Affects Voting Rights.* An Owner who is more than thirty (30) days delinquent in the payment of monthly dues, assessments, fines, or fees shall not be eligible to vote on Association matters, even those which specifically affect his Lot or ownership interest in the Association. In addition, the delinquent Owner shall be considered present at all homeowner meetings—whether he is actually present or not—for the purpose of constituting a quorum required for conducting Association business. Finally, the Board shall have the right to vote the delinquent Owner's shares in Association matters according to a majority vote of the Board members.

III

A new Article 7.26 is added to the Declaration as follows:

7.26 **Property Rental and Lease.**

(a) As per a membership vote on June 10, 2006, the preferred maximum number of Lot rentals and leases was determined to be no more than two (2) of twelve (12) total Lots on Association property. However, due to the lack of Declaration restrictions on renting or leasing at the time of the purchase of the Lots, all members of the Association as of the recording date of this Amendment ("Original Owners") are under no restriction whatsoever as to the right to rent or lease their Lot or any portion thereof, in perpetuity, so long as they own the Lot or any portion thereof.

(b) Notwithstanding the foregoing, anyone purchasing at fair market value

rights in any Association Lot after the date of this Amendment ("New Owner") is restricted from renting or leasing his or her Lot or any portion thereof as follows:

(i) New Owners who desire to rent or lease their Lots or any portion thereof must tender signed and dated notice of such intent to the Board of Trustees or its designee.

(ii) Properly constituted and submitted notices shall be received on a first come, first served basis by the Board or its designee. The names of the New Owners who submit such notice shall be entered on a Rental List in the order of proper submission.

(iii) If at any time, the total number of rented or leased Lots or any portion thereof belonging to the Original Owners drops below two (2), at that time the first name on the Rental List shall be notified in writing that he or she now has the right to rent or lease his or her Lot or any portion thereof. Such right shall be exclusive to such New Owner for a period of thirty (30) days, after which, the second name on the Rental List shall be notified that he has the right to rent or lease his Lot or any portion thereof, for thirty (30) days, and on down the list.

(d) An Owner who is permitted by this section to rent or lease all or a part of his Lot shall obtain and maintain a standard homeowner's insurance policy covering his Lot, which policy shall remain in force throughout the time the Lot or any portion thereof is rented or leased. Within thirty (30) days after renting or leasing all or any portion of his Lot, the Owner shall provide to the Board or its designee evidence of said insurance policy, and shall also provide evidence of said policy when it is updated and/or renewed throughout the rental term.

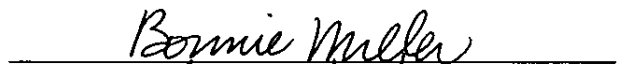
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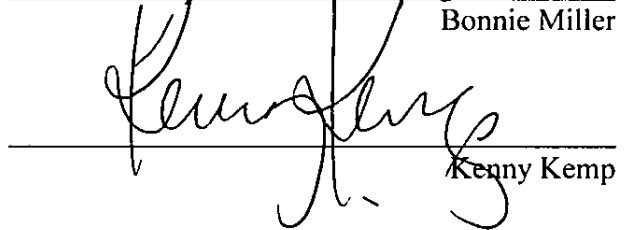
Pursuant to a Consent, Assignment and Delegation obtained and recorded contemporaneously herewith, the Declarant has delegated to the Association all of its rights pursuant to previous Section 9.4. Based thereon, Section 9.4 of the Declaration is hereby deleted in its entirety, and all other provisions of the Declaration shall be deemed amended as appropriate, with the Declarant's powers transferring to the Board of Trustees.

IN WITNESS WHEREOF the undersigned members of the Board of Trustees of the Union Gardens Home Owners' Association hereby certify that the Amendments to the Declaration were duly adopted by the requisite majority of the Association membership.

DATED this 2nd day of June, 2009.


Annette Thompson


Bonnie Miller


Kenny Kemp

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

On this 2nd day of June, 2009, personally appeared before me Annette Thompson, Bonnie Miller, and Kenny Kemp, each of whom, being first duly sworn, did affirm that he or she signed the foregoing Amendment to the Declaration for and on behalf of the Union Gardens Home Owners' Association and were duly authorized by the requisite majority of the Association membership to do so; and that said Amendment was signed for the purposes therein set out.



Karyn Lael Walters
Notary Public

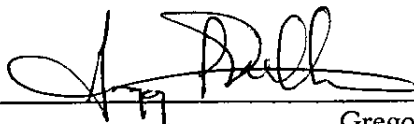
CONSENT, ASSIGNMENT, AND DELEGATION

WHEREAS, pursuant to Section 9.4 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Union Gardens Planned Unit Development, the Declarant may at any time assign and delegate to the Union Gardens Homeowners' Association ("Association") or to any other person, agent, entity or committee any and all of its rights, duties and powers set forth therein, and the Owners shall be bound by the determinations of and subject to such delegatee or assignee to the same extent they were so bound by Declarant;

NOW, THEREFORE, Declarant hereby assigns and delegates to the Association any and all of its rights, duties and powers set forth in said Declaration, in perpetuity.

IN WITNESS WHEREOF, Declarant, as legal representative of Union Gardens Mangement, LLC, hereby executes this Consent, Assignment, and Delegation.

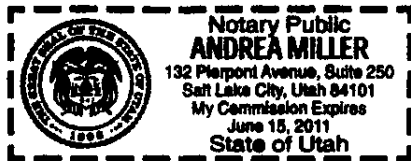
DATED this 31st day of May, 2009.

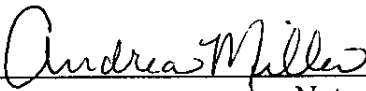


Gregory Miller

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

On this 31st day of May, 2009, personally appeared before me Gregory Miller, being first duly sworn, and affirmed that he did sign the foregoing instrument in his capacity as Declarant of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Union Gardens Planned Unit Development.





Notary Public