

3524535

THIRD AMENDMENT

OF:

Declaration of Covenants, Conditions and Restrictions of the Park Place Subdivision, a planned residential Development (Recorded in Salt Lake County, Utah, on April 30, 1974, as Entry No. 2617472 in Book 3572, page 320.)

This instrument is executed by the Park Place Homeowners Association in accordance with Article X Section 3, of said Declaration, to wit:

1. Amendment of Section 5 of Article VI. Section 5 (Manager) of Article VI (Operation and Maintenance) of the Declaration is hereby amended in its entirety to read as follows:

5. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor, an agent, or employee of the Association; shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and The Boyer Company (a Utah corporation and the Developer hereunder) will enter into a Management Agreement for an initial one (1) year period to begin on or about the date this Declaration is filed for record.

2. Amendment of Section 1 of Article VII. Section 1 (Use of Common Areas) of Article VII (Use Restrictions) of the Declaration is hereby amended in its entirety to read as follows:

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas except that the Association may charge reasonable user fees for use of certain Common Areas during such time those areas are used for the exclusive use of said users to the exclusion of other would-be-users, such as but not necessarily limited to the Clubhouse and the Recreational Vehicle Storage areas.

REC'D
 JAN 16 11 20 AM '81
 Park Place Home Owners Ass'n
 Jacqueline Pope

7900
 KATHIE L. DIXON
 RECORDER
 SALT LAKE COUNTY,
 UTAH

1580 Park Place North
 S & C 84121

BOOK 5222 PAGE 431

3. Amendment of Section 2 of Article X. Section 2 (Rules and Regulations) of Article X (Miscellaneous) of the Declaration is hereby amended in its entirety to read as follows:

2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners. Reasonable fines may be levied, after due process, by the Association against any unit owner for violations of the Association rules or these covenants committed by that owner, his or her family, guests or tenants. Actual charges may be levied, after due process, by the Association against any unit owner in the amount of the cost to the Association to correct the damage of any Association rule violation or covenant violation committed by that owner, his or her family, guests or tenants. Such unpaid fine and charges above shall constitute a lien upon the lot owned by the subject owner and shall be handled as other liens as provided in Article I, Section 9 herein.

4. Amendment of Section 9 of Article V. Section 9 (Effect of Nonpayment) of Article V (Assessments) of the Declaration is hereby amended in its entirety to read as follows:

9. Effect of Nonpayment--Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be constitute, and remain a continuing lien on the Lot. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, there will be a ten dollar (\$10.00) late fee added to the existing balance per month from the date of delinquency, and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgement obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

5. Amendment of Section 1 of Article VIII. Section 1 (Architectural Control Committee) of Article VIII (Architectural Control) is hereby amended in its entirety to read as follows:

1. Architectural Control and Community Relations Committee. The Board of Directors of the Association shall appoint a five-member committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures.

The Committee need not be composed of owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

6. Addition of Section 9 to Article VIII. Section 9 (Miscellaneous) of Article VIII (Architectural Control) is hereby added to read as follows:

9. Miscellaneous. Any area of importance relating to the Park Place Homeowners Association may be assigned to the Architectural Control and Community Relations Committee by the Board of Directors of the Park Place Homeowners Association by a majority vote of the members of the Architectural Control and Community Relations Committee.

7. Amendment of Section 4 #d of Article IV. Section 4#d (Consent by Members and Developer) of Article IV (Property Rights in Common Areas) is hereby amended in its entirety to read as follows:

4.(d) The right of the Association to dedicate or transfer all of any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of those Class A members present in person or by proxy at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

8. Amendment of Section 3 of Article V. Section 3 (Maximum monthly Assessment) of Article V (Assessments) is hereby amended in its entirety to read as follows:

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article each Lot shall be subject to a monthly assessment of not more than Forty Dollars (\$40.00). From and after January 1, 1977 the maximum monthly assessment may be increased or decreased so long as the change is assented to by two-thirds (2/3) of the vote of those Class A members present in person or by proxy at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not to excess of the then applicable maximum amount.

9. Amendment of Section 4 of Article V. Section 4 (Special Assessments) of Article V (Assessments) is hereby amended in its entirety to read as follows:

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly

assessment; or (ii) the repair or replacement of an improvement or of personal property upon the Common Areas. Any such special assessment must be assented to by two-thirds (2/3) of the vote of those Class A members present in person or by proxy at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

10. Amendment of Section 5 of Article V. Section 5 (Quorum Requirements) of Article V (Assessments) is hereby deleted in its entirety.

11. Amendment of Section 3 of Article X. Section 3 (Amendment) or Article X (Miscellaneous) is hereby amended in its entirety to read as follows:

3. Amendments. Any amendment to this Declaration shall require: (i) the affirmative vote of at least two-thirds (2/3) of those Class A Members present in person or represented by proxy at a meeting duly called for such purpose; and, so long as the Class B membership exists, (ii) the written consent of the Developer and the approval of the office of the Salt Lake County Attorney. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association, and, if the Class B membership then exists, executed by the Developer and approved by the office of the Salt Lake County Attorney. In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

12. Amendment of Section 4 of Article X. Section 4 (Consent in Lieu of Vote) of Article X (Miscellaneous) is hereby deleted in its entirety.

This third amendment shall take effect upon the recordation hereof in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Park Place Homeowners Association attest that at a membership meeting duly called, and at which a quorum of Class A members was present, the foregoing third amendment to the Park Place Declaration of Covenants, Conditions, and Restrictions was passed by the required number of votes and it is further attested that there is no longer a Class B Member of this Association.

ATTEST:

PARK PLACE HOMEOWNERS ASSOCIATION

Cheryl Colvard
Cheryl Colvard, Secretary

Kenneth W. Atkin
Kenneth W. Atkin, President

On this 14th day of January, 1980, personally appeared before me, Kenneth W. Atkin, who, being by one duly sworn, did say he is the President of the Park Place Homeowners Association, a Utah non-profit Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority cited hereinabove.

My commission expires:

6/4/81

Barbara Roxburgh
Notary Public

Salt Lake County
Residing at:

