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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BOCKELIE LAW OFFICE  
261 E 300 S STE 300  
SLC UT 84111  
BY: TMM, DEPUTY - MA 14 P.

When recorded return to:  
Oakcrest Homeowners Association  
900 E Donner Way  
Salt Lake City, 841008

14-51

**SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OF THE  
OAKCREST GARDENS CONDOMINIUM PROJECT**

THIS SECOND AMENDMENT to the SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM for OAKCREST GARDENS (the "Declaration") is made and executed this 15 day of February, 2012, by the OAKCREST GARDENS MANAGEMENT COMMITTEE for and on behalf of the OAKCREST GARDENS HOMEOWNERS ASSOCIATION, pursuant to Article III, Section 30 of the Declaration.

**RECITALS:**

1. The OAKCREST GARDENS HOMEOWNERS ASSOCIATION, held a duly called meeting of all Unit Owners (as defined in the Declaration) on Sept 14, 2011 (the "Meeting"). The Meeting was held pursuant to the notice provisions of the Declaration, and Unit Owners holding more than 67% of all undivided ownership interest in the Common Areas attended the Meeting.
2. The Declaration requires a vote of at least 67% of all undivided ownership interest in the Common Areas for any amendment to the Declaration.
3. At the Meeting, after discussion and due consideration, the Unit Owners APPROVED the following amendment to the Declaration, by a vote of 87 percent of all

4. undivided ownership interest in the Common Areas.

5. Therefore, the Declaration is amended to include the following language, which shall replace Section 6.c.xix of Article III, entitled "Pets" in its entirety:

xix. Pet Policy. Unit Owners and renters may keep small to medium sized dogs, domestic cats and/or fish or other aquarium or terrarium animals in their Units provided that (i) the pet(s) do not cause damage to common areas or the property of other inhabitants; (ii) the pet(s) do not cause significant disturbance to other inhabitants; and (iii) the Unit Owner and pet owner follow all portions of this Pet Policy. No other animals are allowed as pets.

1. A Unit may not have more than one cat or dog per Unit. Dogs may not exceed 35 pounds. Fully trained service animals are allowed as well, subject to all the other provisions of this section. Dobermans, pit bulls and dogs of similar reputation and temperament are not allowed. Questions about this policy or a particular pet should be referred to the Management Committee.

2. Pet owners are responsible for all damage caused by their animal. The Association may assess damages against the pet owner and the Owner of the Unit. Any person currently having a dog or cat in their Unit shall deposit \$500.00 per pet with the Association within two weeks of adoption of this Amendment. Any person bringing a pet onto the Project after the date of adoption of this Amendment shall deposit \$500 per pet with the Association prior to bringing the animal into the Project. The Association will hold the deposit as security against any damage claim. The Association will refund one half of the deposit for any pet after one year if the Association has received no complaints requiring fines about any pet in that Unit. If there are any fines concerning that pet then \$500 shall be maintained even if a further 12 month period with no complaints occurs. Any remaining deposit is refundable when the pet is removed from the property and there are no outstanding complaints or damage claims about the animal.

3. Pet Owner's rules:

A) Pet owners must clean up all pet feces and urine immediately and dispose of it in a proper manner, including feces on of the Project's outside property.

B) Owners must have their pet under control and accompany them on the Project at all times.

C) Pets are not allowed unattended in hallways, elevators, stairwells or in any Common area or Limited common area at any time.

D) Pet owners are responsible for reparation of any damage caused by their pet(s) such as soiling in Common Areas requiring extra cleaning or replacement, digging bushes or plants in the garden, or any other damage to any person or property. Repairs will be paid first from the owner's deposit. Damages in excess of the deposit will be assessed to the pet owner, and if the pet owner is a lessee, jointly and severally against the Unit Owner as well. All assessed damages in excess of the security deposit shall be paid within ten days, together with an amount sufficient to return the deposit amount to its original balance until the pet no longer resides at OakCrest Gardens. Any unpaid damage assessment shall become a lien against the pet owner's Unit pursuant to Section III, paragraph 22.

E) Pets may not remain unaccompanied in a Unit after complaint of excessive pet noise by other Owners or inhabitants. Pet owners are responsible for controlling noxious odors created by their pets that are noticeable in other units or common areas. Noxious odor complaints are subject to the same remediation process as other complaints.

F) Pet owners will be given the opportunity to rectify any problems with their pet pursuant to all the terms of paragraph (H) below.

G) Owners who rent their Units to a person who brings a pet into the Unit are responsible for ensuring that the pet owner (i) receives a copy of these rules, and (ii) agrees in writing to be bound by these rules. The Unit Owner(s) will be jointly and severally liable with the pet owner for the actions of any renter's pets, just as if it were the Owner's pet.

H) Remediation:

1) The management committee hopes that any issues involving these rules can be resolved by discussions between the involved parties. If for any reason that is not desirable, then written complaints by any occupant regarding any pet must be reported in writing directly to the Management Committee. The management committee will inform the pet owner of the complaint. If the pet owner leases the Unit, the Management committee shall send a copy of the complaint to the Unit Owner upon receipt.

2) The pet owner (or Unit Owner) will have one week (seven days) to respond with correcting behavior and to repair any damages caused by the pet.

3) If a pet owner receives three complaints within any 60 day period, or fails to fully rectify any complaint within one week, the Management Committee shall call a remediation meeting of the pet owner, any Unit Owner, and the complainant(s), with seven days notice, to find a solution to the problem.

4) If complaints about a pet continue after a remediation meeting, the Management Committee may vote to banish the offending pet(s) from the Project if it determines that the pet is a nuisance. In such a case, the pet owner will have one month to find an alternative home for the pet. If the offending pet remains on the Project after this time period, animal control, the Property Manager, or the Management Committee may remove the offending pet without further notice or warning and without liability to the Association or those named above.

5) Notwithstanding anything above in this Section H, if a pet is causing a risk of immediate and serious harm to life or property, any member of the Management Committee or the Property Manager may immediately contact animal control to have the pet removed from the Project.

6) All pet owners hereby expressly waive any claims against OakCrest Gardens Association, the Property Manager and the members of the Management Committee for any of the above regulations or their implementation.

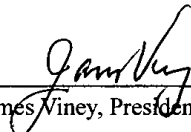
7) Owners of Service animals are not exempt from the

responsibility of pet owners to compensate the HOA for damages resulting from pets.

5. In all other respects, the Declaration will remain in full force and effect and unchanged by this Second Amendment.

6. This Second Amendment shall take effect upon January 1, 2012, and shall be filed for record in the Office of the County Recorder of Salt Lake City, Utah.

THIS SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION IS EXECUTED on the date set forth above by the Members of the Management Committee of the Oakcrest Gardens Homeowner's Association, Inc., who by their signatures certify that, as required by Article III, Section 30 of the Declaration, it submitted the foregoing amendment to the Unit Owners; the amendment was APPROVED by a vote of at least 67% of all Ownership Interests; and that the amendment did not require the vote of any Eligible Mortgagee.

  
\_\_\_\_\_  
James Viney, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF UTAH                    )  
  ss.  
COUNTY OF Salt Lake        )

On the 17 day of February, 2011, personally appeared before me  
James Viny, whose identity is known to me, or sufficiently proven to  
me, and being duly sworn did say that he/she is a members of the Management  
Committee of the Oakcrest Gardens Homeowners Association, Inc., and that he/she  
signed the foregoing Second Amendment to the Second Amended and Restated  
Declaration of Condominium on behalf of such Association by authority given him/her  
in the said Declaration.

Faye Colton Moore  
NOTARY PUBLIC



My Commission Expires: 1/30/2016      Residing in: Bountiful, UT

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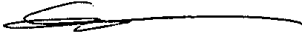
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\_\_\_\_\_  
James Viney, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_



\_\_\_\_\_  
Print Name: SITERI FOWERS

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF Salt Lake    )

On the 17 day of February, 2011, personally appeared before me  
Sheri Fowers, X, X,  
X, X, and  
X, whose identity is known to me, or sufficiently  
proven to me, and being duly sworn did say that they are the members of the  
Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and  
that they signed the foregoing Second Amendment to the Second Amended and  
Restated Declaration of Condominium on behalf of such Association by authority given  
them in the said Declaration.

  
NOTARY PUBLIC



My Commission Expires:

June 15, 2014

Residing in: Salt Lake



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James Viney, President

Print Name:

Print Name: *Rebecca Robbins*

Print Name:


*Rebecca Robbins*

Print Name:

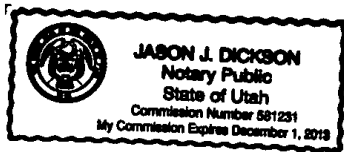
Print Name:

STATE OF UTAH                    )  
  ss.  
COUNTY OF Salt Lake        )

On the 18<sup>th</sup> day of FEBRUARY, 2011, personally appeared before me  
REBECCA ROBBINS, whose identity is known to me, or sufficiently proven to  
me, and being duly sworn did say that he/she is a members of the Management  
Committee of the Oakcrest Gardens Homeowners Association, Inc., and that he/she  
signed the foregoing Second Amendment to the Second Amended and Restated  
Declaration of Condominium on behalf of such Association by authority given him/her  
in the said Declaration.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: DEC. 1, 2013 Residing in: SALT LAKE



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James Viney, President

Print Name:

Print Name: PEGGY F. HOWELL

Print Name: *Jerry F. Howell*

Print Name:

Print Name:

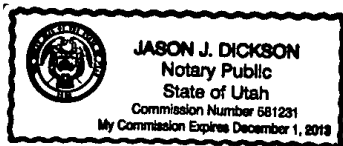
4 | Second Amendment To Second Amended And Restated Declaration Of Condominium Of The Oakcrest Gardens Condominium Project

STATE OF UTAH                    )  
  ss.  
COUNTY OF Salt Lake        )

On the 18<sup>th</sup> day of FEBRUARY, 2011, personally appeared before me PEGGY F HOWSEN, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that he/she is a members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that he/she signed the foregoing Second Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given him/her in the said Declaration.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: DEC. 1, 2013      Residing in: SALT LAKE



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\_\_\_\_\_  
James Viney, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*Linda Williams*  
\_\_\_\_\_  
Print Name: LINDA WILLIAMS

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

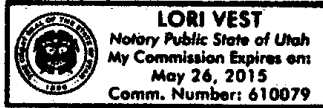
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Print Name: \_\_\_\_\_

STATE OF UTAH            )  
  : ss.  
COUNTY OF Salt Lake    )

On the 17 day of February, 2012, personally appeared before me  
Linda Williams \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are  
the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc.,  
and that they signed the foregoing Second Amendment to the Second Amended and Restated  
Declaration of Condominium on behalf of such Association by authority given them in the said  
Declaration.

Lori Vest  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: 05/26/15

Residing in: