

WHEN RECORDED, PLEASE MAIL TO:  
PARK 7 CONDOMINIUM ASSOCIATION  
c/o CMI  
PO Box 571885  
SLC, UT 84157

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Book - 10339 Pg - 7941-7946  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PARK 7 CONDO ASSOCIATION  
C/O CMI  
PO BOX 571885  
SALT LAKE CITY UT 84157  
BY: TRP, DEPUTY - WI 6 P.

SECOND AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR PARK 7 CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PARK 7 CONDOMINIUMS (this "Amendment") is entered into this 14th day of September, 2013, by PARK 7, L.L.C., a Utah limited liability company (the "Declarant"), and PARK 7 CONDOMINIUM ASSOCIATION, INC., A Utah nonprofit corporation (the "Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed that certain Declaration of Condominium for Park 7 Condominiums (as the same may be further, amended, restated, supplemented or otherwise modified from time to time, the "Declaration"), dated as of July 29, 2004, and caused the Declaration to be recorded in the office of the Salt Lake County Recorder on August 12, 2004, as Entry No.9144128 in Book 9024 at page 9180;

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A attached hereto and made a part hereof to the provisions of the Act;

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Owners (as defined in the Declaration) at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units (as defined in the Declaration); and

D. Whereas the Declarant and the Association, acting on behalf of the Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Units, desire to amend the Declaration as stated herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Section 10.15 of the Declaration, as amended July 15, 2005, is hereby deleted in its entirety and replaced with the following:

**10.15 Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Property or in any Unit, except that an Owner may have two (2) dogs or three (3) cats, but no more than three (3) pets total; provided (a) each cat not weigh more than fifteen (15) pounds and each dog not weigh more than thirty (30) pounds; and (c) the dogs or cats do not have a propensity for violence. No cat or dog enclosure shall be erected, placed or permitted to remain on any portion of the Common Elements, nor shall any cat or dog be tied to any structure outside of a Unit. The keeping of any dog or cat shall be subject to the following Rules and Regulations:

- 1) There will be an allowance made for short-term or temporary lodging of pets other than those belonging to the residence such as temporary fostering, "babysitting," or due to a family/friend emergency. These exceptions will be subject to approval by the HOA Board of Directors. Short-term or temporary shall be defined as less than 30 days unless otherwise approved by the HOA Board. Permission will be immediately revoked if said animals are deemed a nuisance by the HOA Board of Directors.
- 2) Any cat or dog shall be on a leash at all times said cat or dog is outside of a Unit.
- 3) No cat or dog shall be permitted to defecate on any portion of the Common Elements, and the Owner of such dog or cat shall immediately remove feces left upon the Common Elements by his or her cat or dog.

If any Owner fails to abide by the Rules and Regulations and/or Covenants applicable to the keeping of pets, the Management Committee may bar such Owner's dogs or cats from the use of or travel upon the Common Elements and impose a Default Assessment by reason of such violation. If any dog or cat endangers the health of any Owner or creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the HOA Board, said cats or dogs must be removed from the Property upon seven (7) days written notice from the Management Committee.

2. Entire Document. This Amendment contains the entire understanding of the Declarant and the Association and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

3. **Counterpart Signatures.** This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

4. **Successors and Assigns.** This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and the Owners and their respective successors and/or assigns.

### EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium for Park 7 Condominiums)

#### Interest in General Common Elements


Unit No.	Square Footage	Percent Interest In General Common Elements
101	1,260	8.333
102	1,260	8.333
103	1,260	8.333
104	1,260	8.333
201	1,260	8.333
202	1,260	8.333
203	1,260	8.333
204	1,260	8.333
301	1,260	8.333
302	1,260	8.333
303	1,260	8.333
304	1,260	8.333
Total	15,120	100.000%

5. Ratification. In all respects, other than as specifically set forth in paragraph 1 above, the Declaration shall remain unaffected by this Amendment, the Declaration shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.

ENTERED INTO AND AGREED TO on the first date set forth above.

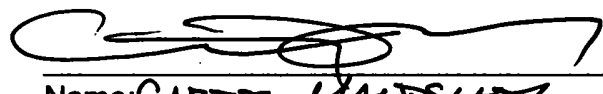
“DECLARANT”

PARK 7, L.L.C., A Utah limited liability company,  
by its Manager

By:   
Name: CARTER MAUDSLEY  
Title: PRESIDENT

“ASSOCIATION”

PARK 7 CONDOMINIUM ASSOCIATION, INC.,  
a Utah nonprofit corporation

By:   
Name: CARTER MAUDSLEY  
Title: President

[See next page for notary blocks]

State of Utah )

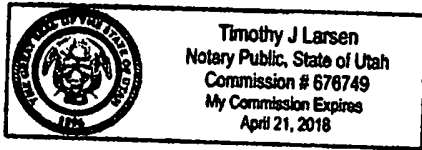
§

County of Salt Lake)

On this 1<sup>st</sup> day of JULY, in the year 2015, before me

TIMOTHY LARSEN, a notary public, personally appeared

CARTER MAUDELEY, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.



  
NOTARY PUBLIC

SEAL

**EXHIBIT A**  
to  
**Second Amendment to Declaration  
of Condominium  
for Park 7 Condominiums**

**Legal Description**

**Beginning at a point on the westerly right-of-way line of 700 East Street, said point being South 00°11'29" West 320.18 feet (Deed = South 19.4 rods) and West 64.00 feet from the Northeast corner of Lot 12, Block 30, Ten Acre Plat "A," Big Field Survey, said point also being South 00°11'38" West 1503.88 feet and West 97.26 feet from the monument located in the intersection of 2700 South and 700 East and running thence South 00°11'29" West along said West right-of-way line 254.13 feet, thence South 89°51'47" West 195.68 feet; thence North 00°11'18" East 146.12 feet; thence North 89°51'55" East 38.03 feet; thence North 00°11'26" East 70.02 feet; thence North 89°51'57" East 46.54 feet to the point of Beginning.**

**Contains .805 acres.**