

## AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE MEADOWS CONDOMINIUM

### RECITALS

1. The Declaration of Condominium of The Meadows Condominium ("the Declaration") was executed on March 28, 1977 and recorded in the Weber County Recorder's Office in Book 1169, beginning at page 392.

2. An Amendment to the Condominium Declaration for the Meadows Condominiums ("the Amendment") was executed September 20, 1994 and recorded in the Weber County Recorder's Office in Book 1731, beginning at page 1779.

3. The Meadows Condominium is contained within the real property described in Exhibit "A."

4. The Amendment replaced the language of Article VII(b)(6) of the Declaration dealing with pets and animals at The Meadows Condominium.

5. Since the execution and recording of the Amendment, the residents of The Meadows Condominium have continued to experience problems regarding pets and animals in the condominium project.

6. The provisions of the Amendment, the Declaration and the Bylaws of the Meadows Condominium have proven ineffective to control these problems.

Therefore, the owners of the units at The Meadows Condominium do hereby adopt the following amendment to the Declaration of the Condominiums of The Meadows Condominium.

### SECTION ONE

Article VII(b)(6) of the Declaration and the Amendment are hereby amended as follows:

The language of Article VII(b)(6) of the Declaration remains stricken.

The language of the Amendment is hereby stricken and replaced with the following language:

#### A. GENERAL STATEMENT.

1. No animals of any kind shall be allowed at The Meadows Condominium, except as specifically provided in this section. Any animal which has not been excepted from the requirements of this section shall be strictly prohibited and promptly removed from The Meadows and the owner of the animal shall pay all costs and attorney's fees incurred in removing the animal. The Management Committee shall have authority to order any unauthorized animals brought into the condominium after the date of this amendment removed.

EE 1533317 BK 1918 PG 2870  
DOUG CROFTS, WEBER COUNTY RECORDER  
03-APR-98 946 AM FEE \$ .00 DEP KB  
REC FOR: KEITH BACKMAN 136

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**B. EXCEPTIONS.**

1. The Management Committee may consider exceptions to the foregoing General Statement on a case-by-case basis. Exceptions will be granted only for service animals for blind residents and others with medical conditions which require the assistance of service animals, provided, however, that the Management Committee may require the resident to provide documentation supporting the claimed medical condition. The Management Committee will consider applications for other animals or pets on a case-by-case basis, using the following procedure:

- a. The resident making the application must submit a written application to keep the animal before bringing the animal into the condominium. No applications will be considered for animals which are brought to the condominium prior to the approval of the resident's application.
- b. All applications shall be in writing, shall be accompanied by an application fee set by the Management Committee, and shall contain the following information:
  - i. A description of the animal sought to be brought into the condominium, including the species, size, color and age of the animal.
  - ii. A copy of all relevant veterinary records, together with a certification of the veterinarian that the animals has had all required and recommended vaccinations;
  - iii. The following representations made by the applicant:
    - A. The animal will not disturb the other residents of the condominiums by making an unacceptable level of noise or by creating offensive odors.
    - B. The animal will not defecate on, do damage to, or otherwise affect in any way, the common areas of the condominium or units of other residents.
    - C. The animal will remain inside the resident's unit at all times it is at the condominium, unless in a cage or on a leash no longer than 10 feet in the presence of the unit owner or agent of the unit owner.
    - D. The animal will never be allowed to freely roam in the common areas of the condominium.
  - iv. An acknowledgment by the resident that he or she understands the he or she will be responsible for cleaning up after the animal, repairing any damage caused to the common areas by the animal and for ensuring that the animal shall not leave his or her unit unless it is housed in a pet carrier or restrained on a leash no longer than 10 feet. The owner shall also acknowledge that in the event of any disputes surrounding the animal, the owner shall pay all of the Management Committee's costs, including administrative costs, costs of having the animal destroyed, court costs and/or attorney's fees in connection with the dispute.

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v. If the resident is not the owner of the unit, the resident shall present written approval from the unit owner for the keeping of the animal in the unit.

c. Following receipt of the application, the Management Committee shall publish notice that it will hold a hearing on the application. The notice shall give the time and place for the hearing and shall state that the Management Committee will accept comments from other residents.

d. At the hearing, the Management Committee shall hear first from the applicant and then from any other residents who wish to be heard on the application. The Management Committee shall then decide whether to grant or deny the application. The Management Committee shall deny the application unless it finds:

i. The animal will not disturb the other residents of the condominiums by making an unacceptable level of noise or by creating offensive odors.

ii. The animal will not defecate on, do damage to, or otherwise affect in any way, the common areas of the condominiums or units of other residents.

iii. The animal will remain inside the resident's unit at all times it is at the condominium unless in a cage or on a leash in the presence of the unit owner or agent of the unit owner.

iv. The owner can be relied on not to let the animal be allowed to freely roam in the common areas of the condominium.

e. If the Management Committee grants the application, the resident shall be required to sign an agreement with the Management Committee granting the Management Committee the right to order removal of the animal if it receives complaints about that animal from other residents, and acknowledging that the Management Committee shall have sole and unfettered discretion to determine whether the complaints are justified and warrant removal of the animal. The resident shall also acknowledge that if he or she refuses an order of the Management Committee to remove the animal, the Management Committee may institute a legal action for injunctive relief and damages, and the Management Committee shall have the right to recover its costs of court against the resident, which costs shall include all attorney's fees.

C. If any word, subparagraph, sentence or paragraph of this Amended Article VII(b)(6) is determined to be illegal or unenforceable, that determination shall not affect the validity of the other words, subparagraphs, sentences or paragraphs of this amended Article VII(b)(6).

SECTION TWO

This amendment shall take effect when recorded.

CERTIFICATION

It is hereby certified that the unit owners representing at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the undivided interests in the common areas and facilities in The Meadows Condominium have approved and consented to the amendments stated herein.

In witness hereof, executed this 27 day of March, 1998.

THE MEADOWS CONDOMINIUM MANAGEMENT COMMITTEE

BY: \_\_\_\_\_

Jack Helgesen  
Jack Helgesen

STATE OF UTAH )

: ss.

COUNTY OF WEBER )

On the 27<sup>th</sup> day of March, 1998, personally appeared before me Jack Helgesen, who being duly sworn, did say that he is the chairman of The Meadows Condominium Management Committee and that the within and foregoing instrument was signed on behalf of said management committee acknowledged to me that he is the signer of the above instrument and the information contained therein is true and correct to the best of his/her knowledge.

Leann G. Carreola  
Notary Public

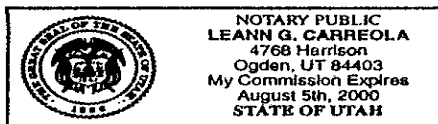


Exhibit "A"

The Meadows Condominium:

Bldg. 1, units 101 through 136, Tax ID nos 07-201-0001 ✓  
through 0036 ✓

Bldg. 2, units 137 through 161, Tax ID nos 07-202-0001 ✓  
through 0025 ✓

Bldg 3, units 170 through 199, Tax ID nos 07-203-0001 ✓  
through 0030 ✓

Bldg 4, units 200 through 229, Tax ID nos 07-204-0001 ✓  
through 0030 ✓