

6-75 N 2200 W
City, UT 84060

NOTE: AA
297317

Powderwood
Homeowners Assn
88 SEP 21 AM 11:24

THIRD AMENDMENT TO
AMENDED DECLARATION OF CONDOMINIUM FOR
POWDERWOOD AT LANDMARK

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY *AS*

THIS Third Amendment to Amended Declaration of Condominium for Powderwood at Landmark (hereinafter referred to as the "Third Amendment") is made and executed this ___ day of June, 1988, by the POWDERWOOD AT LANDMARK ASSOCIATION OF UNIT OWNERS (hereinafter referred to as the "Association").

RECITALS

1. On or about August 16, 1983, the Declaration of Condominium for Powderwood at Landmark was recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 209624, in Book 269 at Page 692.
2. Pursuant to Article III, Section 22 of the Declaration, as amended, the Association reserved the right and authority to amend the declaration.
3. That the Declaration of Condominium has subsequently been amended on several occasions (the "Declaration").
4. That at least Sixty Seven Percent (67%) of the Percentage Interest of the Unit Owners in person, or represented by proxy, at a meeting of the Association at which a quorum was present, voted to approve and adopt the Third Amendment.
5. That the requirements of the Utah Condominium Ownership Act regarding amendments to declarations have been satisfied.
6. It is the intent of the Association that this Third Amendment not divest any vested property rights of any owner or first mortgagee in the Property.
7. This Third Amendment affects that certain real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

NOW, THEREFORE, for the reasons recited above, the Association hereby makes the following Third Amendment to the Declaration:

1. Article III, Section 13(h) of the Declaration should be deleted in its entirety and the following language should be substituted in lieu thereof:

BOOK 493 PAGE 772-76

1102

(h) Small, orderly dogs, cats, or other common domestic or household pets, not to exceed one per unit, may be kept in the residences, subject to the following conditions.

(1) Power and Discretion of Board: The Board shall have the absolute right and power to prohibit or condition any particular pet from being housed on the Project should the Board feel, in its sole discretion, that the housing of that pet violates the letter or intent of the Declaration.

(2) General Restriction: Except as set forth above, no pets, animals, livestock, poultry, or reptiles, of any kind, (hereinafter collectively referred to as "pets") shall be raised, bred, or housed on or about the Common Areas or in any unit.

(3) Nuisance: No pet shall be housed or maintained in the Project if it constitutes a nuisance or annoyance to the Community. Behavior which shall be deemed to constitute a nuisance per se, includes, but is not limited to, any annoying or unreasonable howling, crying, barking, scratching, screeching, or any other unhygienic or offensive practice.

(4) Dangerous Pets: Anything to the contrary notwithstanding, the following pets may not be housed in any unit, or on or about any Common Area:

(i) Any pet which poses, threatens to pose, or in the reasonable judgment of the Board, may pose or create any unreasonable risk of harm to any owner, occupant, or guest to the Community; and

(ii) Any pet which is deemed by the Board to be dangerous or is known to the Board to have dangerous propensities. The Board has determined that the following pets are dangerous: Doberman Pinchers dogs, Pit Bulls and; dogs weighing in excess of 50 pounds.

(5) Registration: All pets must not only be registered and inoculated as required by law, but must also be registered with the Board.

(6) Damages/Insurance: All pet owners shall be and hereby agree to be strictly liable and fully responsible for all personal injuries and/or property damages caused by their pets, to purchase appropriate liability insurance, and hereby agree to and shall

indemnify the Association and hold it harmless from any and all claims, demands, damages, losses and liability created thereby.

(7) Leashes: All pets taken into the Common Areas must be leashed; leashes may not exceed six feet in length. Pets running loose shall be immediately turned over to the Summit County Pound at Owners expense.

(8) Droppings: Owners of pets walked upon the Common Areas must promptly and completely clean up their pet's droppings.

(9) Violations/Assessments: If any pet is raised, bred, or housed in any Unit or Common Area in violation of this section, the Unit Owner shall automatically be charged, and hereby agrees to pay, the following:

(i) First Offense: Pay \$25.00 service and inspection fee and a \$25.00 assessment;

(ii) Second Offense: Pay \$25.00 service and inspection fee and a \$45.00 assessment;

(iii) Third Offense: Pay \$25.00 service and inspection fee and a \$65.00 assessment;

(iv) Fourth and Subsequent Offenses: Pay \$25.00 service and inspection fee and a \$75.00 assessment;

(v) After Fourth Offense, pet shall be permanently removed from Project.

(vi) Provided, however, that this remedy is cumulative and does not limit the Association's right to take any other legal action it deems appropriate or necessary to protect the integrity of the Project.

(vii) To collect unpaid service, inspection and assessment fees, the Board shall have those remedies provided by law, including, but not limited to, the right to a lien and the right to sue the Owner or occupant personally, as is set forth in Article III, Section 17 of this Declaration.

10. Enforcement: Should the Board be required to take legal action against any person violating any of these rules, it shall be entitled to recover all

attorney's fees and costs associated with such action.

II

2. Article III, Section 24, should be deleted in its entirety and the following language substituted in lieu thereof:

24. Service of Process: Kenneth J. Wojciak, President of the Association, whose address is 6975 North 2200 West, Park City, Utah 84060, is the person to receive service of process in cases authorized by the Act. At the expiration of his term as President of the Association, the new President, and each successor President, shall, unless otherwise determined by the Board, be the person to receive service of process in cases authorized by the Act.

III

EFFECTIVE DATE

This Third Amendment shall take effect upon its being properly signed, executed and filed for record in the Office of the County Recorder of Summit County, State of Utah.

EXECUTED the day and year first above written.

POWDERWOOD AT LANDMARK
ASSOCIATION OF UNIT OWNERS

By: [Signature]
Kenneth J. Wojciak, President

ATTESTED

By: [Signature]
Secretary

STATE OF UTAH)
): ss.
COUNTY OF SUMMIT)

On this 21 day of Sept, 1988, personally appeared before me, Kenneth J. Wojciak and [Signature], who being by me duly sworn, did say that they are the President and Secretary, respectively, of the above-named Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of the Association.

My Commission Expires:
8-1-92

[Signature]
NOTARY PUBLIC, Residing at
Summit County, Utah
My Commission Expires 8-1-92
MARY CAMPBELL
6871 North 2200 West, #BK
Park City
UT 84060
STATE OF UTAH

EXHIBIT A

The land referred to in the foregoing notice is situated in Summit County, State of Utah, and is described as follows:

The POWDER WOOD AT LANDMARK, as the same is identified in the Record of Survey Map recorded in Summit County, Utah, as Entry No. 209623, as modified by Ordinance No. 143 dated June 26, 1984, and recorded June 28, 1984 as Entry No. 222012 in Book 304 at Page 177, and by Ordinance 144 dated June 26, 1984, and recorded June 28, 1984 as Entry No. 222013, in Book 304, at Page 179, Summit County Recorder's Office and in the Declaration of Covenants Conditions and Restrictions and By-Laws of the POWDER WOOD AT LANDMARK recorded in Summit County, Utah, on August 16, 1983, as Entry No. 209624, in Book 269, at Page 692, and in the Amended Declaration of Covenants, Conditions, Restrictions and By-Laws of the Powder Wood at Landmark, recorded in Summit County, Utah on June 28, 1984 as Entry No. 222015, in Book 304, at Page 184, and in the First Amendment to Amended Declaration recorded September 10, 1984, as Entry No. 224934, in Book 313, at Page 829, and the Second Amendment to Amended Declaration recorded December 26, 1984, as Entry No. 228618, in Book 325, at Page 35, records of Summit County, Utah.