

AFTER RECORDING RETURN TO:

Traci A. Gundersen  
PO Box 261  
Draper, UT 84020

**ENTRY NO. 01005382**

10/22/2014 08:13:08 AM B: 2262 P: 0608

Declaration PAGE 1/6

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 71.00 BY TRACI A GUNDERSEN



(Space Above Line for Recorder's Use Only)

**SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR THE COURTYARDS AT QUARRY VILLAGE**

THIS SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE COURTYARDS AT QUARRY VILLAGE (this "Second Amendment"), is made as of the 26 th day of SEPTEMBER, 2014, by QVA, Inc., a Utah corporation, (herein referred to as "Declarant").

**RECITALS**

- A. The Declaration of Condominium for The Courtyards at Quarry Village in which its Declaration of Covenants, Conditions and Restrictions were also included, (the "Declaration") was recorded in the official real estate records of Summit County on July 28, 2006, as Entry Number 785176 in Book Number 1806 beginning at Page Number 1263; and
- B. A First Amendment to Declaration of Condominium for The Courtyards at Quarry Village (the "First Amendment") was recorded in the official real estate records of Summit County on September 10, 2007, as Entry Number 824989 in Book Number 1888 beginning at Page Number 50, and
- C. Declarant desires to amend and supplement the Declaration.
- D. Pursuant to Section 20 of the Declaration, Declarant can amend the Declaration by affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose and accomplished through recordation in the Official Records of an instrument executed by the Association.
- E. Declarant hereby certifies that the vote required by Article 20 has occurred.

## AMENDMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby amends the Declaration as follows:

1. Amendment to Section 21.1.4. Section 21.1.4 is hereby deleted in its entirety and replaced with the following:

All Common Assessments shall be due as determined pursuant to the Bylaws. Payment for Common Assessments are due and owing on the first (1<sup>st</sup>) day of the month and shall be considered late if not paid before the sixteenth (16<sup>th</sup>) of the month. Common Assessments and any installments thereof not paid on or before the sixteenth of the month shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management Committee from time to time, but in no circumstances less than twenty-five dollars (\$25.00). All payments of Common Assessments shall be first applied to accrued interest and late fees, costs of collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installments thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

2. Amendment to Section 21.1.6. Section 21.1.6 remains in force in its entirety, with the following language to be inserted after the final sentence.

In a voluntary conveyance of a Unit, the grantee shall pay a five hundred dollar (\$500.00) transfer fee, which is due and payable upon closing. The transfer fee shall be considered late if not paid on the date of closing and shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid.

3. Amendment to Section 14.1. The second sentence in Section 14.1 is hereby deleted in its entirety and replaced with the following:

Such maintenance responsibilities of the Association shall include, without limitation, maintenance, replacement and repair of the exterior of the Buildings (including painting), roofs, driveways, walkways, all landscaping at the Project, and an annual inspection of each Unit's roof de-icing (heat) cables.

4. Amendment to Section 14.4. Section 14.4 is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything to the contrary in this Declaration, an Owner at its sole cost and expense, shall have the obligation to maintain and keep in repair all appurtenant Limited Common Areas and Facilities, including, without limitation, the decks, balconies, and roof de-icing (heat) cables. The expense and maintenance of roof de-icing cables shall be assessed to all new construction Units for the Unit's respective building. All Units shall activate their respective roof de-icing cables at the first freeze of the season, and may only cease operation of the roof de-icing cables at the conclusion of the freezing season. Any damages resulting from an Owner's negligence to maintain or operate the de-icing cables shall be reimbursed to the Association by the Owner in accordance with Section 14.5.

5. This Second Amendment pertains to the real property described on Exhibit "A" attached to the Declaration for The Courtyards at Quarry Village, recorded in the official real estate records of Summit County on July 28, 2006, as Entry Number 785176 in Book Number 1806 beginning at Page Number 1263, and the other real property that may become subject to the Declaration in the future.

6. Except as expressly modified herein, the Declaration and First Amendment shall remain in full force and effect.

7. Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Declaration.

**(Signatures to follow on next page).**



0436356 CQVC-1  
HENDRICKS BRANDON S H/W (  
8077 COURTYARD LOOP #11  
PARK CITY, UT 84098

0436372 CQVC-2  
DAVIDSON THOMAS B JR H/W  
8706 RUGGLES RD  
RICHMOND, VA 23229

0436380 CQVC-3  
HOOVER ANN COLVIN  
8077 COURTYARD LOOP #7  
PARK CITY, UT 84098

0436398 CQVC-4  
LAMBROSE PAT (JT)  
8077 COURTYARD LOOP #5  
PARK CITY, UT 84098

0436406 CQVC-5  
KANTOR JONATHAN D  
8077 COURTYARD LOOP #3  
PARK CITY, UT 84098

0436414 CQVC-6  
ROBY DANIEL J H/W (JT)  
8077 COURTYARD LOOP #1  
PARK CITY, UT 84098

0436422 CQVC-7  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436430 CQVC-8  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436448 CQVC-9  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436455 CQVC-10  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436463 CQVC-11  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436471 CQVC-12  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436489 CQVC-13  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436497 CQVC-14  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436505 CQVC-15  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436513 CQVC-16  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436521 CQVC-17  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436539 CQVC-18  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436547 CQVC-19  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436554 CQVC-20  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436562 CQVC-21  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436570 CQVC-22  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436588 CQVC-23  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436596 CQVC-24  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436604 CQVC-25  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436612 CQVC-26  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436620 CQVC-27  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436638 CQVC-28  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436646 CQVC-29  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436653 CQVC-30  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436661 CQVC-31  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436679 CQVC-32  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436687 CQVC-33  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436695 CQVC-34  
CHRISTOPHER WEST QUALIFIE  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436703 CQVC-35  
GRANT DAVID A TRUSTEE  
24 PINE HOLLOW DR  
HENDERSON, NV 89052

0436711 CQVC-36  
TURNBULL WILLIAM J  
8143 COURTYARD LOOP #12  
PARK CITY, UT 84098

0436729 CQVC-37  
NELSON ALLAN H/W (JT)  
8157 COURTYARD LOOP #11  
PARK CITY, UT 84098

0436737 CQVC-38  
MORGAN RICK A (JT)  
8157 COURTYARD LOOP #9  
PARK CITY, UT 84098

0436745 CQVC-39  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436752 CQVC-40  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436760 CQVC-41  
DEWALD AARON J (JT)  
8157 COURTYARD LOOP #3  
PARK CITY, UT 84098

0436778 CQVC-42  
HARRIS FRANK E TRUSTEE  
8157 COURTYARD LOOP #1  
PARK CITY, UT 84098

0436786 CQVC-43  
PARMELEE SYLVIA H  
11 SUNSET HILL RD  
NEW CANAAN, CT 06840

0436794 CQVC-44  
STASKUS GITANA  
8171 COURTYARD LOOP #4  
PARK CITY, UT 84098

0436802 CQVC-45  
STAHL ROSALYN DAWN  
1739 W LEWIS ST  
SAN DIEGO, CA 92103

0436810 CQVC-46  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436828 CQVC-47  
CMW88 LLC  
857 WESTWOOD RD  
PARK CITY, UT 84098

0436836 CQVC-48  
BECK CHRISTINA (JT)  
8171 COURTYARD LOOP #12  
PARK CITY, UT 84098

0436844 CQVC-49  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436851 CQVC-50  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436869 CQVC-51  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

0436877 CQVC-52  
QUARRY VILLAGE DEVELOPMEN  
10757 S RIVER FRONT PKWY STE  
110  
SOUTH JORDAN, UT 84095-3551

Units 1-52 THE COURTYARDS AT QUARRY VILLAGE  
CONDOMINIUMS.