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DOUG CROFTS, WEBER COUNTY RECORDER
22-JUN-06 115 PM FEE \$157.00 DEP KKA
REC FOR: BRIARWOOD HOA

AMENDMENT TO DECLARATION AND BYLAWS
OF
BRIARWOOD CONDOMINIUM

This amendment is made and executed on the date shown below by the Briarwood Condominium Management Committee.

RECITALS

WHEREAS, Briarwood Condominium was created by Declaration of Condominium of Briarwood Condominium, recorded in the records of Weber County, Utah; and

WHEREAS, Briarwood Condominium desires to amend the Declaration in order to amend provisions in the Declaration dealing with pets; and

WHEREAS, it is the desire of the Management Committee of Briarwood Condominium, the unit owners and the residents of Briarwood Condominium to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Briarwood Condominium.

WHEREAS, the unit owners of Briarwood Condominium desire to (1) preserve and enhance the quality of life at Briarwood Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Briarwood Condominium, and (4) enforce the rules of the condominium association more consistently, fairly and economically;

NOW THEREFORE, the unit owners of Briarwood Condominium hereby amend the Declaration recorded against the real property located in Weber County, Utah; known as Briarwood Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amendment to Declaration and the original Declaration, this document shall control.

This amendment shall become effective upon recording. The Briarwood Condominium Declaration is hereby amended as follows:

AMENDMENT

1. PETS

- a. No dogs shall be allowed at Briarwood Condominiums (with the exception of service dogs for those individuals who have a certified handicap).

- b. Cats may be allowed at Briarwood Condominiums upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth in the Briarwood Pet Ownership Agreement (attached as Exhibit "B". The terms of the Pet Ownership Agreement are hereby adopted as enforceable Covenants of Briarwood Condominium and incorporated by this reference).
- c. Under no circumstances may a cat reside at Briarwood or shall the Management Committee approve any application to bring a cat to Briarwood unless the terms contained in the Briarwood Pet Ownership Agreement are first made in writing by the resident making the application.
- d. The Management Committee shall have authority to order the removal of any cat if, at any time, the resident possessing the cat fails to live up to the terms contained in the Pet Ownership Agreement or if the resident fails to execute a Pet Ownership Agreement.
- e. No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Management Committee before being brought to the condominium. The Management Committee has the right to refuse any application to bring an animal into the condominium if it determines the animal could be a nuisance to other residents or could potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to Briarwood Condominium enters in a Pet Ownership Agreement.

2. SERVICE OF PROCESS

The individual who shall receive process in behalf of the Briarwood Condominium Homeowners Association and the Briarwood Condominium Management Committee shall be Richard W. Jones, attorney, 4605 Harrison Blvd, Third Floor, Ogden, Utah, 84403 (801-479-4777). The management committee may, without a vote of the unit owners, replace the individual who shall receive service of process in behalf of Briarwood by filing an amendment identifying the name and address of the replacement.

3. SEVERABILITY

If any of the provisions of this Amendment to Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amendment to Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

CERTIFICATION

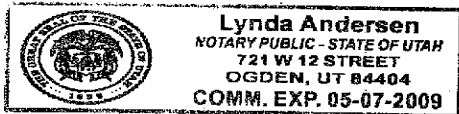
It is hereby certified that condominium unit owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.

IN WITNESS WHEREOF, this 22 day of June, 2006.

By [Signature]
President

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

On this 22 day of June, 2006, personally appeared before me [Signature] [Signature] who, being by me duly sworn, did say that he is President of the Briarwood Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and he duly acknowledged to me he executed the same.



[Signature]
Notary Public

EXHIBIT "A"**Legal Description of Units at Briarwood Condominium**

The following units in the buildings indicated, in Briarwood Condominium, Ogden City, Weber County, Utah

| Building | Units | Tax I.D. # | |
|-----------------|-----------------|--|--------|
| A | 1 through 8 | 13-142-0001 through 0008 | X |
| B | 9 through 12 | 13-142-0009 through 0012 | X |
| C | 13 through 16 | 13-142-0013 through 0016 | X |
| D | 17 through 24 | 13-142-0017 through 0024 | X |
| E | 25 through 28 | 13-142-0025 through 0028 | X |
| F | 29 through 36 | 13-142-0029 through 0036 | X |
| G | 37 through 44 | 13-142-0037 through 0044 | X |
| H | 45 through 52 | 13-142-0045 through 0046 13-143-0001 through 0006 | X X |
| I | 53 through 60 | 13-143-0007 through 0014 | X |
| J | 61 through 64 | 13-143-0015 through 0018 | X |
| K | 65 through 72 | 13-143-0019 through 0026 | X |
| L | 73 through 80 | 13-143-0027 through 0034 | X |
| M | 81 through 88 | 13-143-0035 through 0042 | X |
| N | 89 through 96 | 13-143-0043 through 0046 13-144-0001 through 0004 | X X |
| O | 97 through 102 | 13-144-0005 through 0010 | X |
| P | 103 through 108 | 13-144-0011 through 0016 | X |

| | | | |
|---|-----------------|--------------------------|---|
| Q | 109 through 112 | 13-144-0017 through 0020 | X |
| R | 113 through 116 | 13-144-0021 through 0024 | X |
| S | 117 through 120 | 13-144-0025 through 0028 | X |
| T | 121 through 126 | 13-144-0029 through 0034 | X |
| U | 127 through 132 | 13-144-0035 through 0040 | X |
| V | 133 through 138 | 13-144-0041 through 0046 | X |

EXHIBIT "B"

Briarwood Condominium

Pet Ownership Agreement

Name: _____

Date: _____

Unit Address: _____

The above named unit owner(s) agree to abide by the Briarwood Declaration and Rules relating to pets and to honor the following provisions while maintaining a pet at Briarwood.

1. The pet will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.
2. The pet will not defecate on, do damage to, or in any way disturb, the common areas of the condominium.
3. The pet will remain inside the resident's unit at all times it is at the condominium unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
4. The pet will never be allowed to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the pet is on the common areas of the condominium, it shall be either carried by the resident or on a leash no longer than 10 feet long.
7. The resident understands that the Management Committee reserves the right to require removal of any pet if it receives complaints about the pet and the Management Committee determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Management Committee.

Signed by: _____

Unit Owner/Resident

Description of Pet (type, size, color): _____

Approval by Management Committee: _____, Date: _____