

**FIRST AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE
WOLF LODGE CONDOMINIUM PROJECT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE WOLF LODGE CONDOMINIUM PROJECT (“**Amendment**”) is made by the Wolf Lodge Homeowners Association, Inc., a Utah nonprofit corporation (the “**Association**”).

RECITALS

- A. On November 5, 2015, the President and Secretary of the Association executed that certain “Amended and Restated Declaration of Condominium of the Wolf Lodge Condominium Project” dated November 5, 2015, which was then recorded in the Weber County Recorder’s Office on November 5, 2015 as Entry No. 2764405 (the “**Amended Declaration**”) so as to encumber the entire Project, which includes all of the real property identified and described in Exhibit “A” which is attached to and made part of this Amendment.
- B. Section 7.12 of the Amended Declaration permits propane and natural gas grills in Limited Common Areas, which includes Unit patios, decks and balconies.
- C. Under Title 20 of the Weber County Code of Ordinances, the Weber County Fire District has adopted the 2015 Edition of the International Fire Code (“**IFC**”) as the Fire Prevention Code of Weber County (“**Weber County Fire Code**”).
- D. IFC Section 308.1.4 regarding “Open Flame Cooking Devices” states that charcoal burners and other open flame cooking devices, which includes propane and natural gas grills, shall not be operated on combustible balconies or within 10 feet of any combustible construction.
- E. The Association’s Board of Directors (“**Board**”) has determined that Section 7.12 of the Amended Declaration should be amended in order to: (i) cause the Amended Declaration to be consistent with current Weber County Fire Code requirements, (ii) reduce the possibility of an increase in the Association’s insurance premium, or cancellation of coverage, due to any significant inconsistency between the Amended Declaration and the Weber County Fire Code, and (iii) reduce the risk of damage to, or destruction of, the Project, as well as bodily injury or loss of life, from the use of open flame barbeque grills.

NOW, THEREFORE, the Association hereby declares as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated into this Amendment in their entirety.
- 2. Approval. This Amendment is solely intended to cause Section 7.12 of the Amended Declaration to be consistent with applicable provisions of the Weber County Fire Code. As such, after consulting the Association’s legal counsel, the Board has determined that this Amendment does not require Owner approval.

3. Exterior Fires / Open Flame Barbeques. Section 7.12 of the Amended Declaration is hereby deleted in its entirety and replaced with the following:

7.12 Exterior Fires / Open Flame Barbeques. There shall be no bonfires, fire pits or exterior fires of any kind anywhere within the Project. Charcoal barbequing is permitted only on permanent barbeque receptacles the Association has installed or may install in certain designated portions of the Common Area. Except for charcoal barbequing on such permanent barbeque receptacles, open flame barbeque grills shall not be operated anywhere else in the entire Project including, for example and without limitation, on or within any Limited Common Area, which includes any Unit patio, deck or balcony. As used in this Section 7.12, the phrase “open flame” means and refers to barbeque grills that utilize propane, natural gas, charcoal, wood, pellets or any other flammable substance. The use of electric barbeque grills is solely permitted on Unit patios, decks or balconies, provided such electric barbeque grills are properly maintained, are safely operated per the manufacturer’s operating instructions, and are compliant with the latest Underwriter Laboratories safety requirements. The use of any barbeque grills of any kind inside any Unit is strictly prohibited. No Owner shall allow the condition of his or her Unit to be maintained or used in a way that would constitute a fire hazard.

4. Effective Date. As set forth under Article 18 of the Amended Declaration, this Amendment shall become effective immediately upon its recordation in the official records of the Weber County Recorder’s Office.

5. Capitalized Terms. Unless otherwise defined in this Amendment, any capitalized terms used in this Amendment shall be defined as set forth under the Amended Declaration.

6. Effect of Amendment. To the extent the terms of this Amendment in any way modify or conflict with any provisions of the Amended Declaration, the terms of this Amendment shall control. All other terms of the Amended Declaration that are not modified by this Amendment shall remain unchanged. This Amendment shall be recorded against the entire Project in the Office of the Weber County Recorder and is intended to and shall be deemed to run with the land and, together with the Amended Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of all Owners of any Units.

IN WITNESS WHEREOF, the Board has caused this Amendment to be executed, on behalf of the Association, by its duly executed officers on the 11th day of May, 2016.

WOLF LODGE HOMEOWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit "A"
to
First Amendment to Amended and Restated
Declaration of Condominium
of the Wolf Lodge Condominium Project

Legal Description

The real property that is subject to and burdened by this Amendment is described as follow:

Any and all real property, easements, right of ways, improvements, fixtures and infrastructure that encompass and are included within that certain residential condominium project commonly known as "Wolf Lodge Condominiums" located at 3615 North Wolf Lodge Drive in Eden, Utah, including, without limitation, any and all Buildings, Units, Common Areas and Common Improvements as such terms are more particularly defined and described in the Amended Declaration.

Without in any way limiting the scope of the previous paragraph, the real property that is subject to and burdened by this Amendment includes any and all real property, easements, right of ways, improvements, fixtures and infrastructure located on the real property that is included and encompassed within each of the following Plat Maps, as such Plat Maps may be substituted or amended:

Wolf Lodge Condominium Phase 1, which was recorded on October 4, 1983, as Entry Number 891899 in Book 25, Page 65 to Page 67, of the Official Records of the Recorder's Office of Weber County, State of Utah.

Wolf Lodge Condominium Phase 2, which was recorded on May 23, 1984, as Entry Number 909443 in Book 26, Pages 13 and 14, of the Official Records of the Recorder's Office of Weber County, State of Utah.