

BEAR HOLLOW VILLAGE HOA
C/O HAMLET COMPANIES
308 EAST 4500 SOUTH, STE 200
MURRAY CITY, UTAH 84107

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Date: 7/5/06 Entry: 783022
Submitted by: U.S. Title

THIRD AMENDMENT TO
SECOND AMENDED, RESTATED AND CONFIRMATORY DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BEAR HOLLOW VILLAGE

THIS THIRD AMENDMENT TO SECOND AMENDED, RESTATED AND CONFIRMATORY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE ("Third Amendment"), is made this 14th day of June, 2006.

WITNESSETH:

WHEREAS, that certain Second Amended, Restated and Confirmatory Declaration of Protective Covenants, Conditions and Restrictions for Bear Hollow ("Second Amended Declaration") of Bear Hollow Village Association ("Association") dated March 31, 2004, was recorded in the office of the Summit County Recorder as Entry No. 00693542 on March 31, 2004, as amended to date; and

WHEREAS, pursuant to Article V of the Declaration, the Second Amended Declaration may be amended with the affirmative vote of fifty-one percent (51%) or more of the Members in good standing of the Association; and

WHEREAS, the required affirmative vote has been obtained for amendment to the Second Amended Declaration and the Members of the Association desire to amend the Second Amended Declaration, as described below.

NOW, THEREFORE, the Second Amended Declaration is amended as follows:

1. Section 1.4. is modified by adding the following language at the end of that Section:

"The Clubhouse area is depicted as "Common Parcel 18" on the plat entitled, "BEAR HOLLOW VILLAGE 4TH AMENDED AMENDING LOTS 101 AND 103 OF THE BEAR HOLLOW VILLAGE AMENDED" as recorded in the Summit County Recorder's Office as Entry No. 780653 on June 13, 2006. The Clubhouse is part of the "Common Areas" as defined hereunder."

Tax ID BHVS-101-AM

2. Section 4.1 (m). is revised by deleting the same in its entirety and inserting the following provision:

4.1(m) Pets. No kennel or dog run may be placed anywhere within the SPA other than in an area on the platted lot appurtenant to a Unit in a building specifically approved for the keeping of pets. Unit Owners and Long Term Tenants (as such term is defined below) in such designated buildings may keep a maximum of two dogs or two cats per Unit. Tenants, other than Long Term Tenants or nightly renters of an Owner may not keep cats or dogs in rented Units at any time. The Association may require an Owner or Long Term Tenants of an owner to remove nuisance pets due to noise, running at large, sanitary violations or other violations of such rules as may be established by the Association. This provision shall not apply to the use of dogs to assist disabled individuals in the

Office Building by the Owner or any occupant in the Office Building. For purposes of this Section 4.1 (m), the term "Long Term Tenant" shall mean a tenant renting a Unit for thirty (30) consecutive days or longer.

3. A new Section 3.3. (a) is added with the following provision:


3.3. (a) The Board of Trustees shall have the authority to promulgate such reasonable rules, regulations, policies and procedures as may be necessary or desirable to aid the Board of Trustees in the management and maintenance of the Common Areas. The Board of Trustees, by rules, policies or regulations, may prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or the Units or the Common Areas.


4. In all other respects, the Second Amended Declaration remains unchanged.

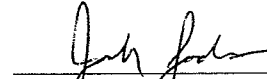
IN WITNESS WHEREOF, the Members of the Association, by and through their Trustees and President have signed this instrument below.

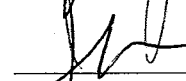
WITNESS/ATTEST:

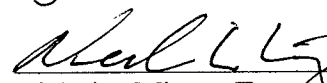
BEAR HOLLOW VILLAGE
HOMEOWNERS ASSOCIATION
By its Trustees and President, on behalf
of its Members


Howard Butt, Trustee and President


Richard Sippos, Trustee


Joseph Lodrick, Trustee

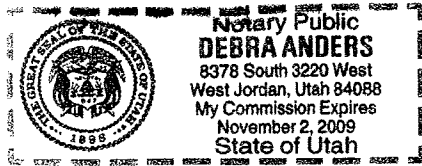

Jon Larson, Trustee


Nicholas Mingo, Trustee



STATE OF Utah)
: SS.
COUNTY OF Salt Lake)

On the 1st day of July, 2006, personally appeared before me, Howard Butt, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he did so for his own voluntary act.

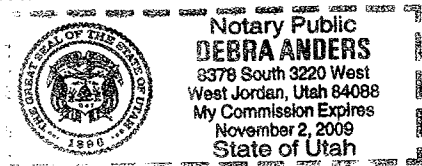


Debra Anders
Notary Public
Residing at: West Jordan, UT

My Commission Expires: Nov 2, 2009

STATE OF Utah)
: SS.
COUNTY OF Salt Lake)

On the 1st day of July, 2006, personally appeared before me, Richard Sippos, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he/she did so for his own voluntary act.

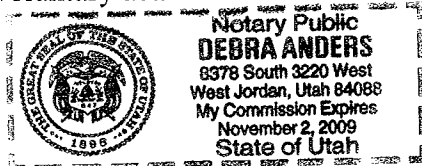


Debra Anders
Notary Public
Residing at: West Jordan, UT

My Commission Expires: Nov 2, 2009

STATE OF Utah)
: SS.
COUNTY OF Salt Lake)

On the 1st day of July, 2006, personally appeared before me, Joseph Lodrick, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he/she was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he/she did so for his own voluntary act.



Debra Anders
Notary Public
Residing at: West Jordan, UT

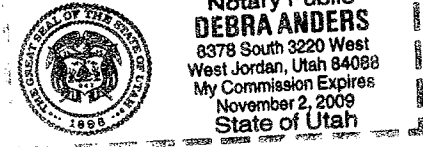
My Commission Expires: Nov 2, 2009

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

On the 1st day of July, 2006, personally appeared before me, Jon Larson, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he did so for his own voluntary act.



Debra Anders

Notary Public

Residing at: West Jordan, UT

My Commission Expires: Nov 2, 2009

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

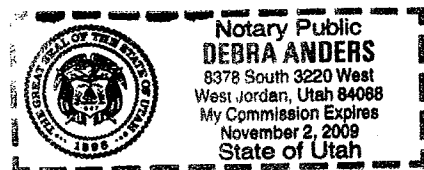
On the 14th day of June, 2006, personally appeared before me, Nicholas Mingo, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he did so for his own voluntary act.

Debra Anders

Notary Public

Residing at: West Jordan, UT

My Commission Expires: Nov 2, 2009



BEAR HOLLOW VILLAGE HOA
C/O HAMLET COMPANIES
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ALAN SPRIGGS, SUMMIT CO RECORDER
2006 JUL 05 16:06 PM FEE \$16.00 BY GB
REQUEST: US TITLE - PARK CITY
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