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Mary Ann Trussell, Summit County Utah Recorder

02/10/2016 10:57:39 AM Fee \$110.00

By Miller Harrison LLC

Electronically Recorded

WHEN RECORDED RETURN TO:
MILLER HARRISON LLC
50 WEST BROADWAY, SUITE 450
SALT LAKE CITY, UTAH 84101

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM**

OF

**NEWPARK RESORT RESIDENCES
(also sometimes referred to as Newpark Townhomes)**

THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF NEWPARK RESORT RESIDENCE ("Amendment") is made and executed on the date set forth below.

RECITALS

- A. Certain real property in Summit County known as Newpark Resort Residences was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Condominium of Newpark Resort Residences, recorded in the Recorder's Office for Summit County, Utah on April 23, 2004 as Entry No. 00696020, in Book 1614, beginning at Page 1666 ("Declaration").
- B. The Declaration was first amended by the First Amendment to the Declaration of Condominium of Newpark Resort Residences, recorded in the Recorder's Office for Summit County, Utah on July 28, 2004 as Entry No. 00705900, in Book 1636, beginning at Page 1309.
- C. The Declaration was next amended by the Second Amendment to the Declaration of Condominium of Newpark Resort Residences, recorded in the Recorder's Office for Summit County, Utah on November 24, 2004 as Entry No. 00718118, in Book 1662, beginning at Page 1505.
- D. The Declaration was next amended by the Third Amendment to the Declaration of Condominium of Newpark Resort Residences, recorded in the Recorder's Office for Summit County, Utah on November 21, 2011 as Entry No. 00934371, in Book 2104, beginning at Page 1293.

- E. The Association now desires to further amend the Declaration as provided herein.
- F. The Declaration may be amended with the approval of a majority of the total votes in the Association according to Section 21.1.
- G. Accordingly, this Amendment has been approved by a majority of the total votes in the Association.
- H. This Amendment shall be binding against the entire Property, including those Units listed in "Exhibit A".

AMENDMENTS

Amendment One

Article 15, Section 15.3 of the Declaration is hereby revised and amended to read as follows:

15.3 The Condominium Association shall have the irrevocable right to enter a Unit, upon reasonable notice and at reasonable hours, to gain access to the crawlspace area under the Unit for any reasonable purpose deemed necessary by the Management Committee. These purposes shall include, without limitation, the inspection of the crawlspace area or the performance or facilitation of maintenance and repairs therein. The Condominium Association may also grant crawlspace area access through a Unit to allow another Owner to run, install, maintain, repair, and replace air conditioner lines and corresponding equipment in and through the crawlspace area. Any air conditioner lines and other air conditioning equipment and apparatuses serving a single Unit shall be maintained, repaired, and replaced by the respective Owner. Such Owner shall gain access thereto through the Condominium Association. The Owner running, installing, maintaining, repairing, or replacing air conditioner lines and corresponding equipment shall be responsible for any damage caused to the crawlspace area or the Unit through which access was made.

Amendment Two

Article 24 of the Declaration is hereby revised and amended to read as follows:

24. NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, or by express mail or overnight courier service providing proof of delivery, or by electronic mail (e-mail), telecopy, or facsimile transmission. Notice to Owners shall

be addressed to each Owner at the address given by such owners to the Condominium Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. If personally delivered, notice shall be deemed given when actually received. If mailed, notice shall be deemed given at the earlier of the day actually received or the third business day after the notice is deposited with the mail courier provider. If faxed, notice shall be deemed given when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day. If e-mailed, notice shall be deemed given when sent to the Owner at the e-mail address registered with the Condominium Association. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

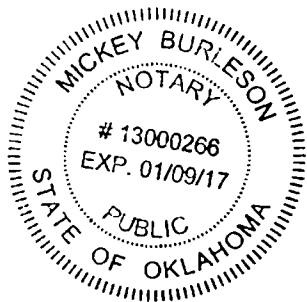
NEWPARK RESORT RESIDENCES OWNERS ASSOCIATION, INC.

By: Robert P. Franke

Its: PRESIDENT

State of Oklahoma)
):ss
County of Oklahoma)

On this 25th day of January, 2016, personally appeared before me Robert P. Franke, who being by me duly sworn, did say that he is the President of the Newpark Resort Residences Owners Association, Inc.; that the foregoing Declaration amendments were approved by at least a majority of the total votes in the Association; and that the foregoing information is true and accurate to the best of his knowledge.



Mickey Burleson
NOTARY PUBLIC

EXHIBIT A
Newpark Resort Residences – Legal Description & Parcel Numbers
95 Condominium Units

Legal Description and Parcel Numbers

All of the Units within the Newpark Townhomes Phase 1 Condominium;

NPKTH-1-1 through NPKTH-1-24

All of the Units within the Newpark Townhomes Phase 2 Condominium;

NPKTH-2-25 through NPKTH-2-46

All of Units within the Newpark Townhomes Phase 3 Condominium and Amended;

NPKTH-3-47 through NPKTH-3-95