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Gary W. Ott  
Recorder, Salt Lake County, UT  
RAY QUINNEY & NEBEKER  
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:

Blake R. Bauman  
RAY QUINNEY & NEBEKER P.C.  
36 South State Street Suite 1400  
Salt Lake City, Utah 84111

REPLACEMENT FOURTH AMENDMENT TO CONDOMINIUM DECLARATION

FOR

ARCADIA GREEN TOWNHOMES

On April 4, 1995, the Condominium Declaration for Arcadia Green Townhomes (the "Original Declaration") was recorded with the Salt Lake County Recorder as Entry No. 6054325 in Book No. 7127 at Pages 2940 through 3008. On May 26, 1995, an Amendment to Condominium Declaration ("First Amendment") was recorded with the Salt Lake County Recorder as Entry No. 6088956 in Book 7158 at Pages 0260 through 0263. On March 7, 1996, a Second Amendment to the Declaration ("Second Amendment") was recorded with the Salt Lake County Recorder as Entry No. 6297924 in Book 7346 at pages 1828 through 1856. The Second Amendment amended and restated in its entirety, and thereby superseded, the Original Declaration. On May 12, 1999, a Third Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 7352434 in Book 8276 at pages 7412 through 7415. On February 18, 2009, a Fourth Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 10626038 in Book 9687 at pages 6669 through 6671 ("Superseded Fourth Amendment"). This Replacement Fourth Amendment to Condominium Declaration (the "Replacement Fourth Amendment") is intended to and does hereby replace and supersede in its entirety the Superseded Fourth Amendment.

The Arcadia Green Townhomes project (the "Project"), which is subject to the aforementioned Declaration and Amendments, comprises the real property (including individual units, common areas and limited common areas) located in Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

The Arcadia Green Townhomes Owners Association, Inc., a Utah nonprofit corporation (the "Association"), desires to exercise its right pursuant to Section 16.02 of the Declaration and in accordance with Section 57-8-13.2 of the Utah Code Annotated, to amend the Declaration pursuant to the terms of this Replacement Fourth Amendment.

NOW, THEREFORE, the Association declares and certifies as follows:

1. Defined Terms. All terms not herein specifically defined shall have the meaning set forth in the Second Amendment.
2. Ambiguity or Conflict. In the event of an ambiguity or any conflict between the terms of this Replacement Fourth Amendment and the Second Amendment, the terms of this Replacement Fourth Amendment shall control.
3. Replacement of Superseded Fourth Amendment. The Association hereby declares and states that the Superseded Fourth Amendment is hereby terminated and cancelled, and that this

Replacement Fourth Amendment supersedes and replaces in its entirety the Superseded Fourth Amendment.

4. Leasing of Units. A new Section 11.11 to the Second Amendment is added to the Declaration, as follows:

11.11 Leasing of Units. The Association may regulate, limit, or prohibit rentals of Units, in accordance with the following terms and conditions:

(a) Total Number of Units Imposing Rental Restrictions. Except in the event of a "Hardship Circumstance" (as defined below), no more than thirty percent (30%) of the total number of the Units within the Project (or in other words, no more than fifteen (15) Units) shall be leased or otherwise rented at any given time, or otherwise held for investment purposes or for any purpose other than for use by the Owner as a primary residence. Subject to the foregoing, if at any time an Owner desires to rent such Owner's Unit, the Association must be notified in writing of such desire not less than ninety (90) days before the anticipated rental commencement date, and the Unit must be rented within thirty (30) days following the anticipated commencement date. In the event that the Unit is not leased or otherwise rented within thirty (30) days of the anticipated rental commencement date, then the Owner must submit a new written request of the Owner's desire to rent his or her Unit. The Association shall create and implement Rules and Regulations to determine and track the number of rental Units in the Project.

(b) Rental Arrangements. The Association may require that all rental agreements be reviewed and approved by the Association and that any proposed tenants be screened and approved by the Association prior to renting the Unit, provided that (i) the Association does not assume any obligations or liabilities associated with such screening or approval process, and (ii) the Association shall not withhold approval based on the proposed tenant's race, color, religion, sex, national origin, familial status, source of income, or disability. The approval of the Association may not be unreasonably withheld. The Owners entering into any such lease with a tenant relating to such Owner's Unit shall not be relieved thereby from any obligations under the Declaration.

(c) Additional General Assessment for Rental Units. Effective as of September 1, 2008, and notwithstanding anything in the Declaration to the contrary, all general assessments shall be raised by an additional amount (as set forth in the Association's fee schedule) for each Unit that is rented or otherwise held for investment purposes or for any purpose other than for use by the Owner as a primary residence.

(d) Content of Rental Agreements. Prior to renting any Unit, the Owner and the tenant shall execute a written lease agreement which shall include the following provisions:

(i) the tenant shall agree to comply with all of the terms and conditions of the Association Documents (current copies of which Owner shall provide to tenant and tenant shall acknowledge as having received and reviewed);

(ii) the tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the Unit or the Project; and,

(iii) the Owner and the tenant shall acknowledge that the Association is an intended third party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the Association Documents and to abate any nuisance, waste, unlawful or illegal activity upon the premises; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so;

(iv) prior to the tenant's occupancy of a Unit, the Owner must provide to the Association the name, address and telephone number of the tenant and a copy of the written lease agreement;

(v) the Association shall have the right and the obligation to enforce compliance with the Association Documents against any Owner and/or tenant of any Unit, and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance; and

(vi) in addition to and without varying any of the foregoing provisions, every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association Documents. Said lease shall further provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his or her Unit for transient or hotel purposes, which shall be defined as rental for any period of less than twelve (12) months. No Owner may lease less than his or her entire Unit, without the prior written consent of the Association. Failure by an Owner to take legal action, including the institution of a forcible entry and detainer proceeding against his or her tenant who is in violation of the Association Documents within ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association, through the Board, to take any and all such action it deems necessary including the institution of proceedings in forcible entry and detainer on behalf of such Owner against his or her tenant. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or tenant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Special Assessment against such Owner and his or her Unit for all such expenses incurred by the Association. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

(e) Hardship Circumstances. For purposes of Section 11.11(a) above, "Hardship Circumstances" include, but are not limited to, circumstances in which: (a) the Owner dies and the Unit is being administered by his estate; (b) the Owner becomes ill and is unable to reside in the Unit; (c) the Unit is to be leased to a member of the Owner's immediate family (which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses), (d) an Owner in the military is deployed, and (e) the Owner's employment is relocated by his or her employer for no less than two (2) years. An Owner desiring to lease his Unit on the grounds of undue

hardship shall submit a written application to the Association setting forth the hardship circumstances necessitating the lease and such other information as may be reasonably required by the Association. The Association shall have thirty (30) days to act upon such written application, and failing so to do, the Owner shall have the right to lease such Unit in accordance with this Section 11.11.

(f) Collection of Rents Upon Default. In the event of a payment default by an Owner under the terms and provisions of this Declaration, the Association shall have the right and may elect to provide written notice to the tenant of such default, and to thereafter directly collect all rents and other amounts then due under the lease with an Owner from the tenant thereunder, provided, however, that such amounts so collected, after deducting therefrom the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid assessments. Notwithstanding anything hereinabove to the contrary, the right of the Association to collect rent pursuant to this subsection shall be subordinate to any rights relating to collection of rent by any First Mortgagee.

5. Parking Spaces. The designation on the Map of certain of the parking spaces as "Common Areas" within the Project, including one (1) parking space adjacent to each of Units 6, 7, 13, 19, and 31, is hereby amended such that the designation of such parking spaces hereafter shall be, to the extent permitted by applicable law, as "Limited Common Areas." As Limited Common Areas, such parking spaces are hereby reserved, to the extent permitted by applicable law, for use exclusively in connection with the applicable Unit referred to in the previous sentence.

6. Exterior Antennas and Satellite Dishes. Section 11.2 of Article XI is deleted in its entirety, and is replaced with the following provision:

Exterior Antennas and Satellite Dishes. Exterior antennas, satellite dishes and other similar hardware (collectively, "Reception Devices") shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld; provided, however, that the Association shall have the authority to impose reasonable conditions thereon, such as prior written approval of location, appearance (including color) and screening. Any damage to the Unit, building, roofs, siding fences, or other portion of the Project as a result of such Reception Device shall be repaired at the sole cost of the Owner responsible for such Reception Device (and by a contractor acceptable to the Association). Any new purchaser of a Unit which already has installed a Reception Device shall either agree to assume the costs associating with such Device, or the outgoing Owner shall remove the Reception Device.

7. Animals. Section 11.7 of Article XI is deleted in its entirety, and is replaced with the following provision:

Animals. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept in or about any Unit except that domestic dogs, cats and other household pets (not to exceed four (4) dogs, cats, or other household pets in total, in any combination) may be permitted by the Association so long as they are kept within the Unit at all times, except when on a leash and under the direct control of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets in any Common Area.

8. Certification. The undersigned officer of the Association hereby certifies that this Replacement Fourth Amendment has been duly adopted by the affirmative consent of Owners to which at

least sixty seven percent (67%) of the votes allocated to all Memberships are allocated, and the consent of at least sixty seven percent (67%) of all First Mortgagees (based on one vote for each First Mortgage held).

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the Association has executed this Replacement Fourth Amendment as of the 9<sup>th</sup> day of April, 2013.

ARCADIA GREEN TOWNHOMES OWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: Susan C Yunk  
Name: SUSAN C YUNK  
Title: President H.O.A.

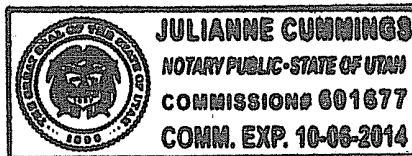
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2013 by Susan C Yunk, the President of Arcadia Green Townhomes Owners Association, Inc., a Utah nonprofit corporation.

Julianne Cummings  
Notary Public  
Residing at: 4165 S Main St, SLE UT 84107

My commission expires: 10/6/14

1058045



**EXHIBIT A**

**Legal Description**

**Phase I**

BEGINNING at a point that is S00°04'30"W 33.000 feet and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence S00°04'30"W 154.360 feet; thence N89°55'30"W 3.950 feet; thence S00°04'30"W 190.420 feet, thence West 10.970 feet; thence S00°16'58" E 93.490 feet; thence S89°43'02"W 15.470 feet; thence N00°07'19"W 18.960 feet; thence S89°51'30"W 155.000 feet; thence N00°07'19"W 265.055 feet; thence N89°51'30"E 155.000 feet; thence N00°07'19"W 154.245 feet; thence N89°51'30"E 31.310 feet, to the point of beginning.

Contains 1.20 acres

**Phase II**

BEGINNING at a point that is S00°04'30"W 154.360 feet; and S00°04'30"W 33.000 feet; and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence East 81.290 feet; thence S00°04'30"W 107.930 feet; thence S89°43'02"W 18.010 feet; thence S00°04'30"W 82.350 feet; thence N89°43'02"E 18.010 feet; thence S00°04'30"W 93.140 feet; thence S89°43'02"W 95.630 feet; thence N00°16'58"W 93.490 feet; thence East 10.970 feet; thence N00°04'30"E 190.420 feet; thence S89°55'30" E 3.950 feet, to the point of beginning.

Contains 0.54 acres.

**Phase III**

BEGINNING at a point that is East 81.290 feet; and S00°04'30"W 154.360 feet; and S00°04'30"W 33.000 feet; and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence East 176.370 feet; thence S00°04'30"W 282.560 feet; thence S89°43'02"W 176.370 feet; thence N00°04'30"E 93.140 feet; thence N89°43'02"W 18.010 feet; thence N00°04'30"E 82.350 feet; thence S89°43'02"E 18.010 feet; thence N00°04'30"E 107.930 feet, to the point of beginning.

Contains 1.18 acres.