

When Recorded Return To:
VIAL FOTHERINGHAM, LLP
515 South 400 East #200
Salt Lake City, Utah 84111

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
ALTA APPROACH CONDOMINIUMS (FORMERLY KNOWN AS THE
STONEBRIDGE CONDOMINIUMS)**

This Fourth Amendment to the Declaration of Covenants, Conditions & Restrictions for Stonebridge Condominiums (hereinafter "Fourth Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Stonebridge Condominiums, as amended, recorded in the Salt Lake County Recorder's Office on January 16, 1985, as Entry No. 4039401 ("Enabling Declaration"), and, following requisite approval, is hereby adopted by Alta Approach Condominiums Homeowners Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake County Recorder's Office. See attached **Exhibit A**.

RECITALS:

A. On or about January 16, 1985, a Declaration of Covenants, Conditions & Restrictions for Stonebridge Condominiums was recorded in the Salt Lake County Recorder's Office as Entry No. 4039401 (hereinafter the "Enabling Declaration").

B. On or about January 16, 1985, a plat map depicting the project was recorded in the Salt Lake County Recorder's Office as Entry No. 4039400.

C. On or about May 19, 1987, a First Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Stonebridge Condominiums was recorded in the Salt Lake County Recorder's Office as Entry No. 4459349 (hereinafter "First Amendment").

D. On or about December 10, 1987, a Second Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Stonebridge Condominiums (To Be Known After the Filing of this Second Amendment as the Alta Approach Condominiums) was recorded in the Salt Lake County Recorder's Office as Entry No. 4561444 (hereinafter "Second Amendment").

E. On or about January 22, 1988, a Third Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for the Alta Approach Condominiums (Formerly Known as the Stonebridge Condominiums) was recorded in the Salt Lake County Recorder's Office as Entry No. 4577331 (hereinafter "Third Amendment").

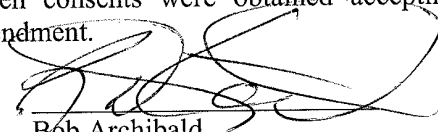
F. A Special Meeting was held on October 20, 2016 concerning the issue of Improvements within the Common Areas. Following a discussion, the Owners were provided with two options for a vote. The Owners voted to approve B option which stated as follows:

I am against further expansion of private use and improvements by Unit Owners in the Common Areas appurtenant to their Units. I want the Board to adopt a policy defining the allowed improvements within such areas that are consistent with existing improvements in the community, which include such items as: doorway and/or small staircase to access the rear of a unit, unfenced garden/patio areas, and patio seating areas.

CERTIFICATION

As evidenced by this instrument, the Board of Directors has obtained the written consent of Owners of Units holding at least sixty-five percent (65%) of the total voting rights in the Association as required by Article 9.2 of the Enabling Declaration approving and consenting to the recording of this Fourth Amendment.

Bob Archibald and John Benfatto, of the Board, hereby certify and swear that the above requisite written consents were obtained accepting and approving of the recording of this Fourth Amendment.


Bob Archibald
Board Member


John Benfatto
Board Member

G. As used in this Fourth Amendment "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to: exterior improvements or modifications, retaining walls, driveways, fences, landscaping, decks, doors, stairs, poles, lighting, signs, and any mechanical equipment located on the exterior of any building or Unit.

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Association hereby makes and executes this Fourth Amendment to the Declaration, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

3. No Other Changes. Except as otherwise expressly provided in this Fourth Amendment, Enabling Declaration and subsequent amendments remain in full force and effect without modification.

4. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Fourth Amendment, (ii) he/she has authority to

act for the entity designated below, and (iii) he/she shall execute the Fourth Amendment acting in said capacity.

5. Conflicts. In the case of any conflict between the provisions of this Fourth Amendment and the provisions of the Enabling Declaration or any prior amendments, the provisions of this Fourth Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Fourth Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Fourth Amendment. Those existing provisions where a conflict could exist include, but are not limited to: Recital E; Article 3.06; Article 6.1; Article 6.3; Article 6.4(b); and Article 8.1(a).

6. Amendments. The following provisions are specifically amended as follows:

(a) Amendment Concerning Outside Installations. Article 5.7 of the Declaration is hereby deleted in its entirety and replaced with the following Article 5.7:

Owners shall not erect, construct or maintain any Improvement on the exterior or anywhere outside of their Units without the written approval from the ARC. Owners may be permitted, following the requisite submission and approval, to install certain Improvements on the exterior of their Units and within the Common Area directly adjoining their Units in accordance with this Fourth Amendment, Rules and conditions imposed by the Architectural Review Committee ("ARC").

(b) Amendment Concerning View Obstructions. The following sentence is added to the end of Section 5, paragraph 5.9.

Any installation of permitted Improvements under paragraph 5.7 and in compliance with this Fourth Amendment and Rules established by the Association shall not be considered a view obstruction.

(c) Amendment Concerning External Fires. The last sentence of paragraph 5.11, Section 5 of the Declaration is deleted and the following is added in its place:

Members shall build no external fires on the Property whatsoever except where contained in a barbeque or other grill.

(d) Amendment Concerning Review of Plans and Specifications. Articles 10.1 and 10.2 of the Declaration are hereby deleted in their entirety and replaced by the language below and the conditions and restrictions set forth in this Fourth Amendment.

The Committee may approve plans submitted if it believes the construction, alterations, or additional contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the

construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Areas or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden of the Association. Any authorized Improvement within the Common Area must comply with this Fourth Amendment. The ARC may adopt Rules and policies to ensure that installations and additions are consistent with the intent and requirements set forth in this Fourth Amendment.

7. Existing and Recognized Improvements within the Common Area. The Association and Owners (at least those approving this Fourth Amendment) recognize that the following Improvements have arisen within the Common Area over the course of many years. The Association desires to acknowledge this reality while preventing further expansion of the type of Improvements within the Common Areas. Any future Improvement within the Common Area must receive prior, written approval from the Board or ARC prior to its construction as set forth in this Fourth Amendment.

The following Improvements currently exist within the Common Areas and are being grandfathered in as approved:

1. Existing rear access or doorways, including appurtenants stairs;
2. Existing unfenced garden and patio areas;
3. Existing patio seating areas; and
4. Air conditioning units and related screening of those units.

Owners remain responsible to repair, maintain, replace and adequately insure these Improvements.

8. Future Improvements. Future Improvements within the Common Area shall be approved in writing by the ARC prior to construction. For any authorized Improvement within the Common Area, such Owner shall be required: to adequately maintain, repair and replace such Improvement; obtain and keep in place adequate insurance for such Improvement (both liability and property); and shall indemnify the Association, ARC and Board for any claim based upon the construction or continued existence of the Improvement. The Association may adopt Rules and procedures and impose conditions to ensure compliance with these requirements.

The ARC may consider full and complete submission for the installation of the following Improvements, consistent with existing Improvements, within the Common Areas. Improvements other than those identified herein shall not be allowed within the Common Areas.

- 1) Rear Door and Access, Materials & Size.
- 2) Patio Area, Materials & Size
- 3) Garden Area, Materials & Size
- 4) Patio Seating, Materials & Size

9. Architectural Review Committee.

(a) Architectural Review Committee (“ARC”). An Architectural Review Committee may be appointed by the Board to oversee any construction, re-construction, remodeling or altering of exterior Improvements and Improvements within the Common Area. If no ARC is appointed, the Board will assume the duties and responsibilities of the ARC.

(b) Approval by Board or ARC Required. No exterior Improvement of the Unit or within the Common Area of any kind will be constructed or commenced on any Unit without the prior, written approval of the ARC. Approval of the ARC will be sought in the following manner:

(i) Plans Submitted. A written rendering with sufficient detail (including size, materials, colors etc.) must be submitted. The Plans shall also include: (1) a description of how any debris will be removed; (2) name, address and phone number of contractor(s) performing the work and proof of their active contractor’s license and insurance; (3) when construction will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(ii) Review. Within 30 days from receipt of the submitted plans, the Board will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration, as amended, and are consistent with and in architectural harmony with other Improvements within the Project. The Board may: (1) approve the plans; (2) reject the plans; (3) request additional information; (4) require that certain conditions be met; and/or (5) require or clarify Owners’ maintenance, insurance and/or indemnify requirement with respect to an authorized Improvement..

(iii) Failure to Act. If more than 45 days have passed following confirmation from the Board of its receipt of the plans and the Board fails to respond, the Owner may proceed with the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration, as amended and shall be in architectural harmony with the other Improvements in the Project.

(c) Variances. The following sentence is hereby added to Article 10.8 in the Declaration. The Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

(d) Board and ARC Not Liable. The Board, ARC, and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners’ shall have no claim against the Board or ARC as a result of the performance or failure to perform the duties created by the Declaration, as amended.

(e) Limitations on Review. The Board's review is limited to those matters expressly granted in this Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

(f) Rules. The Board may establish reasonable rules and regulations regarding the submission of plans, and installation and appearance authorized Improvements as contemplated in this Fourth Amendment.

ALTA APPROACH CONDOMINIUMS
HOMEOWNERS ASSOCIATION

By:


Bob Archibald

Its: Board Member

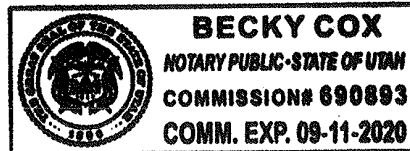
STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

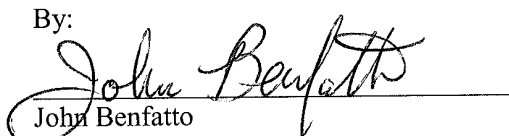
The foregoing instrument was acknowledged before me this 20 day of May, 2017, by Bob Archibald, who by me being duly sworn, did say that he is a Board Member of Alta Approach Condominiums Homeowners Association.


Notary Public



ALTA APPROACH CONDOMINIUMS
HOMEOWNERS ASSOCIATION

By:


John Benfatto

Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of May, 2017, by John Benfatto, who by me being duly sworn, did say that he is a Board Member of Alta Approach Condominiums Homeowners Association.

Becky Cox
Notary Public

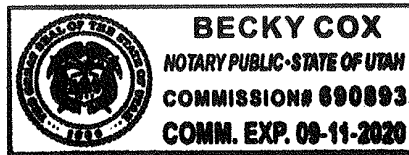


Exhibit "A"
Legal Description

Unit 1	Building A, Alta Approach Condominiums	28-12-429-002-0000
Unit 2	Building A, Alta Approach Condominiums	28-12-429-003-0000
Unit 3	Building A, Alta Approach Condominiums	28-12-429-004-0000
Unit 4	Building B, Alta Approach Condominiums	28-12-429-005-0000
Unit 5	Building B, Alta Approach Condominiums	28-12-429-006-0000
Unit 6	Building B, Alta Approach Condominiums	28-12-429-007-0000
Unit 7	Building C, Alta Approach Condominiums	28-12-429-008-0000
Unit 8	Building C, Alta Approach Condominiums	28-12-429-009-0000
Unit 9	Building C, Alta Approach Condominiums	28-12-429-010-0000
Unit 10	Building D, Alta Approach Condominiums	28-12-429-011-0000
Unit 11	Building D, Alta Approach Condominiums	28-12-429-012-0000
	Alta Approach Condo & Phase 2 Common Areas	28-12-429-013-0000