

**After Recording Return To:
Western Management Assoc.
4252 S Highland Drive #105
Salt Lake City, UT 84124**

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06/20/2019 01:34 PM \$100.00
Book - 10794 Pg - 1051-1057
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN MANAGEMENT ASSOC
4252 S HIGHLAND DR #105
SLC UT 84124
BY: KRP, DEPUTY - WI 7 P.

**FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR LITTLE VALLEY CONDOMINIUMS**

This Fourth Amendment to the Declaration of Condominium for Little Valley Condominiums ("Fourth Amendment") is executed on the date set forth below by Little Valley Condominium Association, Inc. ("Association"). Capitalized terms used herein shall have the same meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated.

RECITALS

- A. Real property in Salt Lake County, Utah, known as the Little Valley Condominiums was subjected to the Declaration of Condominium recorded May 28, 2004, as Entry No. 9076301 in the Salt Lake County Recorder's Office ("Declaration" which term shall include all amendments thereto).
- B. The Declaration was subsequently amended three different times with the following entry numbers in the Salt Lake County Recorder's Office: 1) Entry Number 9486581, recorded September 9, 2005, 2) Entry Number 10899438, recorded February 18, 2010, and 3) Entry Number 11027199, recorded September 7, 2010.
- C. This Fourth Amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto.
- D. This Fourth Amendment is intended to change the maintenance responsibilities of the Association and the Owners, alter and clarify rule making authority regarding architectural controls, and other items.
- E. Pursuant to Article XVIII, Section 18.03 of the Declaration, the Association certifies that it has received at least 67% approval of the votes allocated to all Units.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

Article I, Section 1.01(nn) is removed in its entirety and is replaced with the following:

(nn) "Rules and Regulations" means any instrument adopted from time to time by the Association for the regulation and management of the Condominium, as the same may be amended from time to time. Such Rules and Regulations may include, without limitation, the design, material, and color requirements for Buildings, Limited Common Elements, and Unit interiors that are visible from the exterior, including draperies, shades, window coverings, window and window frames, door and door frames, rain gutters, exterior light fixtures, Building exterior coverings (stucco, brick, etc.), and glass. The Rules and Regulations may also establish procedures for review and approval of the design, material, and color of the elements listed above and may also include a list of pre-approved designs, materials, and colors.

Article IX, Section 9.01 is removed in its entirety and is replaced with the following:

9.01 Maintenance of Common Elements.

Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain the Common Elements and the other Association property in good order and condition and shall otherwise manage and operate the Common Elements as it deems necessary or appropriate. The Management Committee shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. Without limiting the foregoing, the Association may:

- (a) construct, modify, add to, repair, replace, or renovate any improvements that are located on or constitute a part of any Common Element;
 - (b) plant and replace trees, shrubs, and other vegetation on any Common Element;
 - (c) place, maintain, and replace signs upon any Common Element;
 - (d) adopt and enforce Rules and Regulations regulating the use of Common Elements; and
 - (e) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage, or regulate the use of the Common Elements.
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Article IX, Section 9.02 is removed in its entirety and is replaced with the following:

9.02 Owner Maintenance Responsibilities.

Notwithstanding anything to the contrary in this Declaration or the Act, each Owner, at such Owner's sole cost and expense, shall maintain, repair, and replace in good order, and in a clean, sanitary, and attractive condition:

- a) Its Unit;
- b) The elements and Limited Common Elements that serve that Owner's Unit exclusively, including, without limitation, all private yards, fences, utility systems, mechanical systems, exhaust, heating and ventilation systems, lines, ducts, tanks, pumps, motors, fans, compressors, plumbing systems and fixtures, electrical systems and fixtures, storage areas, driveways, stairs, patios, balconies, decks, porches, railings, courtyards, landscaping of the Limited Common Elements that are appurtenant to the Owner's Unit, sprinkler systems, stoops, and in general all other such apparatus (including all fixtures located therein) serving solely such Unit. Each Owner shall also keep all exterior light fixtures fitted with working bulbs and provide for their illumination from the evening hours until dawn (photo cell fixtures may be used for this purpose).
- c) The exterior shell and structural elements of his or her Unit including, without limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, exterior wall materials, paint, windows, doors, garage doors, door jams and frames, rain gutters, lighting fixtures, roofing materials, and other such materials and systems. In the event that such a material or element is shared between two adjoining Units, such maintenance, repair, and replacement shall be the joint responsibility of the Owners of the two adjoining Units. By way of example, if two Units share a common roof that is need of repair or replacement, the Owners of both Units shall cooperate and equally share in the expense of the repair or replacement. In the event that the maintenance, repair,

or replacement is reasonably necessary and one of the two adjoining Owners refuses to participate or contribute to the maintenance, repair, or replacement, the Owner seeking the maintenance, repair, or replacement may submit a written request to the Management Committee for a determination that such action is necessary. If the Management Committee determines that such maintenance, repair, or replacement is necessary for both Units, both Owners shall be required to equally contribute to the maintenance, repair, or replacement. The Management Committee's determination shall be conclusive.

The Owner shall not permit any screws, bolts, or other items to be used upon the Limited Common Elements of a balcony or patio or any other locations which would penetrate the Common Elements without prior written approval from the Association.

In the event that an Owner fails to comply with his or her responsibilities under this Section the Association may maintain, repair, or replace such element at the expense of the Owner, which may be charged as a Default Assessment against that Owner and his or her Unit. Notwithstanding the foregoing, the Association shall have no obligation regarding maintenance or care which is required to be accomplished by any Owner. In the event that any Owner fails to comply with its maintenance, repair, or replacement obligations, or the Owner improperly maintains, repairs, or replaces the elements listed above, and such action damages the Common Elements, the Association may repair the Common Elements and restore them to their proper condition at the expense of the Owner, which may be charged as a Default Assessment against that Owner and his or her Unit. The Association shall have an easement during reasonable hours to access the areas listed in this Section in order to take the actions contemplated by this Section.

NOTE: THE PROJECT IS SUBJECT TO LANDSCAPING RESTRICTIONS THAT WILL BE STRICTLY ENFORCED. OWNERS SHOULD COMPLETELY FAMILIARIZE THEMSELVES WITH SUCH RESTRICTIONS PRIOR TO INST ALLING ANY LANDSCAPING IMPROVEMENTS.

NOTE: GARAGES ARE LOCATED WITHIN PARKING AREAS AND MAY FROM TIME TO TIME BE SUBJECTED TO WATER UPON FLOORS. OWNERS ARE ADVISED NOT TO STORE MATERIALS ON THE FLOORS OF ANY GARAGES.

[Signatures on Following Page]

IN WITNESS WHEREOF, the officers of the Association have executed this Fourth Amendment.

Little Valley Condominium Association, Inc.:

Jennifer Rhoad
Print Name: Jennifer Rhoad
Its President

Charles R. O'Brien, Jr.
Print Name: Charles R. O'Brien, Jr.
Its Secretary

STATE OF UTAH)
County of Salt Lake) :ss.

On this 1st day of May, 2019, personally appeared before me Jennifer Rhoad, as and Charles R. O'Brien, Jr., as president and secretary of Little Valley Condominium Association, Inc., whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and acknowledged to me that they executed the same in the capacity mentioned herein and that this Declaration was approved by Association's members.

Tina Murphy
NOTARY PUBLIC

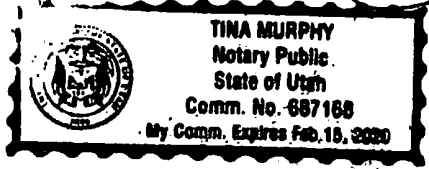


EXHIBIT A

Legal Description

Units 1B -- 40A (All Units), LITTLE VALLEY CONDOMINIUMS as shown on the survey map of the Little Valley Condominiums, Salt Lake County.

All described more particularly as follows:

BEGINNING AT A POINT WHICH LAYS SOUTH 64°16'44" WEST A DISTANCE OF 105.03 FEET FROM THE EAST QUARTER CORNER OF SECTION 8, A FOUND MONUMENT, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EAST QUARTER CORNER BEING SOUTH 89°16'04" EAST 5,211.27 FEET FROM THE WEST CORNER OF SAID SECTION 8, A FOUND MONUMENT; AND RUNNING THENCE NORTH 56°25'10" WEST A DISTANCE 94.06 FEET; THENCE 64.73 FEET ALONG A 375.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD OF WHICH BEARS NORTH 51°28'27" WEST A DISTANCE OF 64.65 FEET WITH A DELTA OF 9°53'26"); THENCE NORTH 46°31'44" WEST A DISTANCE OF 29.34 FEET TO A POINT ON THE SOUTH LINE OF THE TRAVERSE RIDGE ROAD CONDEMNATION LINE; THENCE ALONG SAID CONDEMNATION LINE OF THE FOLLOWING FIVE (5) COURSES;

I) NORTH 51°42'20" EAST A DISTANCE OF 209.91 FEET;

II) NORTH 64°41'31" EAST A DISTANCE OF 32.06 FEET;

III) NORTH 38°01'47" EAST A DISTANCE OF 245.04 FEET;

IV) NORTH 53°13'07" EAST A DISTANCE OF 49.19 FEET;

V) NORTH 70°40'57" EAST A DISTANCE OF 180.92 FEET;

THENCE LEAVING SAID CONDEMNATION LINE AND RUNNING SOUTH 22°02'36" EAST A DISTANCE OF 150.35 FEET; THENCE SOUTH 73°50'30" EAST A DISTANCE OF 334.32 FEET; THENCE SOUTH 23°02'50" WEST A DISTANCE OF 94.97 FEET; THENCE SOUTH 66°57'10" EAST A DISTANCE OF 126.16 FEET; THENCE SOUTH 23°02'50" WEST A DISTANCE OF 10.40 FEET; THENCE SOUTH 66°57'10" EAST A DISTANCE OF 74.99 FEET; THENCE SOUTH 23°02'50" WEST A DISTANCE 250.50 FEET; THENCE NORTH 66°57'10" WEST A DISTANCE OF 125.08 FEET; THENCE SOUTH 65°42'40" WEST 371.02 FEET; THENCE NORTH 24°17'20" WEST A DISTANCE 50.00 FEET; THENCE SOUTH 65°42'40" WEST A DISTANCE OF 145.30 FEET; THENCE 16.81 FEET ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD OF WHICH BEARS NORTH 82°11'15" WEST A DISTANCE OF 15.94 FEET, WITH A DELTA OF 64°12'11"); THENCE 42.79 FEET ALONG A 170.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS NORTH 57°17'50" WEST A DISTANCE OF 42.68 FEET WITH A DELTA OF 14°25'23"); THENCE 128.45 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD OF WHICH BEARS NORTH 43°28'51" WEST A DISTANCE OF 125.59 FEET WITH A DELTA OF 42°03'21"); THENCE 133.39 FEET ALONG A 225.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS NORTH 39°26'10" WEST A DISTANCE OF 131.44 FEET WITH A DELTA OF 33°58'00") TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 10.455 ACRES, MORE OR LESS.

LESS AND EXCEPTING "LOT A," WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°16'04" WEST ALONG THE SECTION LINE 5037.67 FEET AND NORTH 00°43'56" EAST 65.74 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°19'52" WEST 54.88 FEET; THENCE NORTH 51°42'20" EAST 119.63 FEET; THENCE NORTH 64°41'31" EAST 32.06 FEET; THENCE NORTH 38°01'47" EAST 118.34 FEET; THENCE SOUTH 50°31'53" EAST 29.44 FEET; THENCE SOUTH 13°11'46" EAST 15.35 FEET; THENCE SOUTH 13°47'20" WEST 87.16 FEET; THENCE SOUTH 26°43'23" WEST 98.97 FEET; THENCE SOUTH 34°05'10" WEST 74.07 FEET; THENCE SOUTH 53°53'36" WEST 25.50 FEET; THENCE SOUTH 83°33'01" WEST 13.22 FEET; THENCE NORTH 68°29'55" WEST 74.96 FEET; THENCE NORTH 26°17'17" WEST 23.61 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.681 ACRES

Parcel Numbers 34-09-151-001-0000 through 34-09-151-042-000

VOTE Tally

Vote	Attended meeting	Unit Number	Address
Y		1	1323 Vista Valley Dr.
Y		2	1325 Vista Valley Dr.
Y	X	3	1326 Vista Valley Dr.
Y	X	4	1328 Vista Valley Dr.
	X	4	1328 Vista Valley Dr.
		5	1336 Vista Valley Dr.
Y	X	6	1338 Vista Valley Dr.
	X	6	1338 Vista Valley Dr.
		7	1345 Vista Valley Dr.
		7	1345 Vista Valley Dr.
Y	X	8	1348 Vista Valley Dr.
	X	8	1348 Vista Valley Dr.
		9	1351 Vista Valley Dr.
		9	1351 Vista Valley Dr.
	X	10	1352 Vista Valley Dr.
Y	X	11	1353 Vista Valley Dr.
		12	1358 Meadow Valley Dr.
		12	1358 Meadow Valley Dr.
		13	1362 Vista Valley Dr.
Y	X	14	1363 Vista Valley Dr.
Y		15	1364 Meadow Valley Drive
Y		16	1367 Vista Valley Dr.
	X	16	1367 Vista Valley Dr.
		17	1368 Vista Valley Dr.
		17	1368 Vista Valley Dr.
	X	18	1370 Meadow Valley Dr.
Y	X	18	1370 Meadow Valley Dr.
Y	X	19	1374 Vista Valley Dr.
	X	19	1374 Vista Valley Dr.
		20	1375 Vista Valley Dr.
		20	1375 Vista Valley Dr.
Y		21	1376 Meadow Valley Dr.
		21	1376 Meadow Valley Dr.
		22	1376 Vista Valley Dr.
		22	1376 Vista Valley Dr.
Y	X	23	1379 Vista Valley Dr.
		23	1379 Vista Valley Dr.
Y	X	24	1380 Meadow Valley Dr.
		24	1380 Meadow Valley Dr.
		25	1382 Meadow Valley Dr.
Y		25	1382 Meadow Valley Dr.
		26	1387 Vista Valley Dr.
Y	X	26	1387 Vista Valley Dr.
	X	27	1388 Vista Valley Dr.
Y		27	1388 Vista Valley Dr.
Y	X	28	1393 Vista Valley Dr.

Y		1	1323 Vista Valley Dr.
		28	1393 Vista Valley Dr.
Y	X	29	1394 Meadow Valley Dr.
	X	29	1394 Meadow Valley Dr.
		30	1398 Meadow Valley Dr.
N	X	30	1398 Meadow Valley Dr.
Y		31	1399 Vista Valley Dr.
		31	1399 Vista Valley Dr.
		32	1404 Meadow Valley Dr.
Y	X	33	14601 Meadow Valley Dr.
	X	33	14601 Meadow Valley Dr.
		34	14602 Meadow Valley Dr.
		34	14602 Meadow Valley Dr.
		35	14608 Meadow Valley Dr.
Y		35	14608 Meadow Valley Dr.
		36	14614 Meadow Valley Dr.
Y	X	36	14614 Meadow Valley Dr.
Y	X	37	14615 Vista Valley Dr.
		38	14623 Vista Valley Dr.
		38	14623 Vista Valley Dr.
Y		39	14629 Vista Valley Dr.
		39	14629 Vista Valley Dr.
Y		40	14635 Vista Valley Dr.
		40	14635 Vista Valley Dr.

yes votes = 28
no votes = 1