

WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PARR WADDOUPS BROWN GEE &  
185 S STATE #1300 LOVELESS  
SLC UT 84111-1536  
BY: SEM, DEPUTY - WI 8 P.

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**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR LITTLE VALLEY CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LITTLE VALLEY CONDOMINIUMS (this "Amendment") is entered into this 9th day of September, 2005, by LITTLE VALLEY, LLC, a Utah limited liability company (the "Declarant"), and LITTLE VALLEY CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation (the "Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

**RECITALS**

A. Whereas Declarant executed that certain Declaration of Condominium for Little Valley Condominiums (as the same may be further, amended, restated, supplemented or otherwise modified from time to time, the "Declaration"), dated as of May 11, 2004, and caused the Declaration to be recorded in the office of the Salt Lake County Recorder on May 28, 2004, as Entry No. 9073601 in Book 8994 at Page 8554;

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A attached hereto and made a part hereof to the provisions of the Act;

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Owners (as defined in the Declaration) at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units (as defined in the Declaration); and

D. Whereas the Declarant and the Association, acting on behalf of the Owners representing, in total, one hundred percent (100%) of the votes allocated to all Units, desire to amend the Declaration as stated herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment of Section 10.15. Section 10.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

“10.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Property or in any Unit, except that an Owner may have one (1) cat or one (1) dog; provided (a) the Owner abides by the Rules and Regulations pertaining to the maintenance and care of pets; (b) the cat may not weigh more than twenty (20) pounds and the dog may not weigh more than one hundred (100) pounds; and (c) the dog or cat does not have a propensity for violence. No cat or dog enclosure shall be erected, placed or permitted to remain on any portion of the Common Elements, nor shall any cat or dog be tied to any structure outside of a Unit. The keeping of any dog or cat shall be subject to the Rules and Regulations. Any cat or dog shall be on a leash at all times said cat or dog is outside of a Unit. No cat or dog shall be permitted to defecate on any portion of the Common Elements, and the Owner of such dog or cat shall immediately remove feces left upon the Common Elements by his or her cat or dog. If any Owner fails to abide by the Rules and Regulations and/or covenants applicable to the keeping of pets, the Management Committee may bar such Owner's dog or cat from the use of or travel upon the Common Elements and impose a Default Assessment by reason of such violation. If any dog or cat endangers the health of any Owner or creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Committee, said cat or dog must be removed from the Property upon seven (7) days written notice from the Management Committee.”

2. Amendment of Exhibit C. Exhibit C attached to the Declaration is hereby deleted in its entirety and replaced by Exhibit B attached to this Amendment.

3. Entire Document. This Amendment contains the entire understanding of the Declarant and the Association and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

4. Counterpart Signatures. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

5. Successors and Assigns. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and the Owners and their respective successors and/or assigns.

6. Ratification. In all respects, other than as specifically set forth in paragraph 1 above, the Declaration shall remain unaffected by this Amendment, the Declaration shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.

ENTERED INTO AND AGREED TO on the first date set forth above.

**“DECLARANT”**

LITTLE VALLEY, LLC, a Utah limited liability company, by its Sole Member

By: 

Name: Paul B. Shupe  
Title: Sole Member

**“ASSOCIATION”**

LITTLE VALLEY CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation

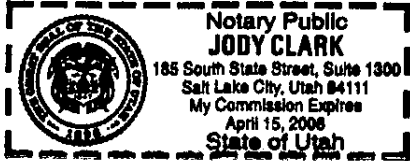
By: 

Name: Paul B. Shupe  
Title: President

[See next page for notary blocks]

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

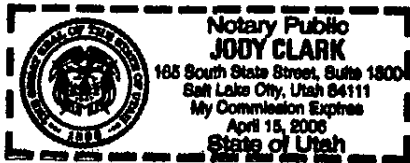
On this 9<sup>th</sup> day of September, 2005, personally appeared before me Paul B. Shupe, who acknowledged himself to be the Sole Member of Little Valley, LLC, a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

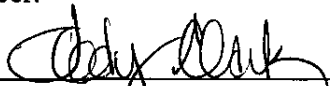


  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 9<sup>th</sup> day of September, 2005, personally appeared before me Paul B. Shupe, who acknowledged himself to be the President of Little Valley Condominium Association, Inc., a Utah nonprofit corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



  
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Notary Public

**EXHIBIT A**  
to  
**First Amendment to Declaration  
of Condominium  
for Little Valley Condominiums**

**Legal Description**

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 OF 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 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 OF 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 OF 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°31'55" 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

**EXHIBIT B**  
**to**  
**First Amendment to Declaration**  
**of Condominium**  
**for Little Valley Condominiums**

(see attached)

EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium  
for Little Valley Condominiums)

Interest in General Common Elements

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percent Interest In General Common Elements</u>
1A	3299	2.51%
2B	3259	2.48%
3A	3299	2.51%
4B	3259	2.48%
5A	3299	2.51%
6B	3259	2.48%
7A	3299	2.51%
8B	3259	2.48%
9A	3299	2.51%
10B	3259	2.48%
11A	3299	2.51%
12A	3299	2.51%
13A	3299	2.51%
14B	3259	2.48%
15B	3259	2.48%
16B	3259	2.48%
17A	3299	2.51%
18B	3259	2.48%
19A	3299	2.51%
20A	3299	2.51%
21A	3299	2.51%
22A	3299	2.51%
23A	3299	2.51%
24B	3259	2.48%
25A	3299	2.51%
26B	3259	2.48%
27A	3299	2.51%
28B	3259	2.48%
29A	3299	2.51%
30B	3259	2.48%
31B	3259	2.48%
32A	3299	2.51%
33B	3259	2.48%
34A	3299	2.51%
35B	3259	2.48%
36A	3299	2.51%
37B	3259	2.48%
38A	3299	2.51%
39B	3259	2.48%
40A	3299	2.51%
	<u><u>131,240</u></u>	<u><u>100.00%</u></u>