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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LONE PEAK SHADOWS HOA
PO BOX 723
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 4 P.

When recorded, return to:
Lone Peak Shadows HOA, Inc.
PO Box 723
Draper, Utah 84020

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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LONE PEAK SHADOWS (a Townhome Community Planned Unit Development)

Pursuant to the provisions of Section 10.2 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LONE PEAK SHADOWS (a Townhome Community Planned Unit Development) made the 19th day of July, 2005 and recorded on January 3, 2006, as Entry No. 9601557 at Book 9239 and Pages 7166-7192 of the official records of the County Recorder of Salt Lake County, State of Utah, the majority of Lot owners within the Lone Peak Shadows townhome community planned unit development ("the Declaration"), hereby modify the Declaration as follows:

1. **BACKGROUND.** Section 10.2 of the Declaration permits the owners to cast a number of votes in order to authorize an amendment. On June 29, 2010, a meeting was held wherein not enough votes were cast. A second meeting was held on August 12, 2010, wherein the number of votes caused for an amendment to be made to the Declaration.
2. **CONSIDERATION.** The Owners acknowledge the proffer and receipt of good and valuable consideration for this Amendment.
3. **MODIFICATION, REPEAL AND AMENDMENT.** The following sections of the Declaration are modified, repealed, and amended as follows:

5.3 Maximum Monthly Assessment. Each Lot shall be subject to a monthly assessment of not more than one-hundred and ten dollars (\$110.00). From and after February 20, 2010, the maximum monthly assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Officers of the Association may from time to time and in their discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

6.1 c. The Association shall maintain, repair and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, Private Streets and other Common Area improvements. Association shall have no obligation to perform any exterior maintenance and/or repair of any party of a Living

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Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

The Association shall maintain, repair and replace landscaping with the Landscape Easement including water therefore.

The Association shall be responsible for the payment of fifty percent (50%) of the repairs, upkeep, and maintenance of that certain private road which provides access onto the Development, which is known as "Shadow View Lane" and is the subject of a Common Driveway Agreement to be entered into by and between the Declarant as developer of the Development, and Lone Peak Townhomes, LLC as the developer of the adjacent parcel through which Shadow View Lane connects to the public street known as "700 East".

As provided in Section 7.9, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to repairs, replacements, minor care of roofs and exterior surfaces, and owner installed landscaping. The HOA shall have the obligation to provide exterior maintenance which includes replacement of roofs, gutters and down spouts; and painting of the exterior of building except in cases where damage to these items has been caused by the homeowner.

7.4 Recreational Vehicles. No boats, trailers, large trucks and commercial vehicles shall be parked within the Development, except temporary parking not to exceed forty-eight (48) hours, or within an area designated by the Plat for the storage of such recreational vehicles. Vehicles in violation of this may be subject to towing and/or fine. If a vehicle is towed for violation, it will be the responsibility of the owner of the vehicle to pay all associated towing costs. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. Any motor recreational vehicle must be kept in an enclosed garage.

7.5 Pets. No animals other than household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Officers by resolution or as regulation may provide.

7.9 Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by the Owner. Such obligation shall extend, but shall not be limited to, repairs, replacements, minor care of roofs and exterior surfaces, and owner installed landscaping.

7.13 Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection, and then only for a twenty four (24) hour period. Violation may result in a fine. Each Owner must at all times and at their expense provide garbage cans and plastic liners therefore, unless the Association elects to provide the same.

8.6 Address for Submittal. Plans and specifications for the construction and installation of any and all improvements shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Lone Peak Shadows Homeowners Association
P.O. Box 723
Draper, Utah 84020

The officers of Lone Peak Shadows Homeowners Association have the authority to change the address for the submittal of plans and specifications.

XI. AMENDMENTS

11.1 Street Parking. Vehicles must be parked in resident driveways or in designated guest parking. No vehicle may be parked in the streets or on the sidewalks of the development. Any vehicle parked on the street or sidewalk of the development longer than one (1) hour may be subject to towing and/or a fine. If a vehicle is towed for violation of this Amendment, it will be the responsibility of the owner of the vehicle to pay all associated towing costs.

11.2 Clubhouse Parking. The parking spots located in front of the development's clubhouse are only for use of homeowners who have reserved the clubhouse and their guests. Any vehicle parked in the clubhouse parking that is not associated with a homeowner currently using the clubhouse may be subject to towing


and/or a fine. If a vehicle is towed for violation of this Amendment, it will be the responsibility of the owner of the vehicle to pay all associated towing costs.

4. Scope. All provisions of the Declaration remain in effect except as modified, repealed or amended by this instrument.

Amendments passed by a 2/3 majority of 30% of the voting members, which constituted a quorum on August 12, 2010, as provided in Section 10.2 of the Declaration.

Executed and verified this 9 day of November, 2010.

Lone Peak Townhomes, LLC



By: Lara Penrod
Its: Manager

Subscribed and sworn to me this 9 day of November, 2010.


Notary Public

My Commission Expires: December 28 2013

