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FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR ARCADIA GREEN TOWNHOMES

On April 4, 1995, the Condominium Declaration for Arcadia Green Townhomes (the "Declaration") was recorded with the Salt Lake County Recorder as Entry No. 6054325 in Book No. 7217 at Pages 2940 through 3008. On May 26, 1995, an Amendment to Condominium Declaration for Arcadia Green Townhomes ("First Amendment") was recorded with the Salt Lake County Recorder as Entry No. 6088956 in Book 7158 at Pages 026 through 029. 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. On May 12, 1999, a Third Amendment to the Declaration ("Third Amendment") was recorded with the Salt Lake County Recorder as Entry No. 7352434 in Book 8276 at Pages 7412 through 7415.

Pursuant to Section 16.02 of the Declaration and in accordance with Section 57-8-13.2 of the Utah Code Annotated, Declarant Arcadia Green Townhomes, L.C. hereby exercises its right to further amend the Declaration by altering the Sections shown in Exhibit A in the manner shown therein.

Pursuant to the Declaration, the amendment as shown in Exhibit A shall alter only those Sections described therein and the remaining Sections of the Declaration shall remain in full force and effect as originally enacted by the Declarant.

EXHIBIT A TO FOURTH AMENDMENT TO CONDOMINIUM DECLARATION

1. Article III Section 3.01(d) is hereby added to read as follows:

Homeowner/Rental Ratio - The Association will maintain a 70/30 ratio, which constitutes 70% owned and 30% rented units. At any time should a homeowner desire to rent his/her unit while residing outside of the project, the Association must be notified by form of a written request not less than 90 days before the target rental date and the unit must be rented within 30 days of the target date. A new application must be submitted if the unit is not rented within 30 days of the target date. All rental arrangements are subject to approval by the Executive Board of the Association according to the rental ratio requirement of 70% owner occupied units and 30% rented units.

2. Article VII Section 7.05(e) is hereby added to read as follows:

Additional General Assessment for Rented Units - Beginning September 1, 2008, all general assessments shall be raised by an additional \$25 for each unit that is rented rather than owner-occupied.

3. Article X1 Section 11.2 is hereby amended to read as follows:

Exterior Antennas and Satellite Dishes - Each homeowner shall assume any and all expenses associated with having a satellite dish. This includes both the installation fee as well as repair. The homeowner will pay to repair any and all damage to the units including roofs, siding, as well as fences should a dish be placed in these areas. Any new buyer who purchases a unit which already has a satellite dish, must agree to assume the costs associated with having a dish, or the outgoing homeowner must remove the dish.

4. Article X1 Section 11.2(a) is hereby added to read as follows:

Roof Access for Maintenance of Exterior Swamp Coolers or Air Conditioners - Individual homeowners are not allowed on the roofs of units at any time to service swamp coolers, air conditioners or for any other purpose. Only qualified licensed, insured, contracted personnel are allowed to be on the roofs of units at any time. Swamp cooler/air conditioner/satellite dish maintenance must be performed by only licensed, insured, contract personnel.

5. Article X1 Section 11.4(a) is hereby added to read as follows:

<u>Visitor Parking</u> - Overnight parking is not allowed by homeowners or other occupying tenants in the designated visitor parking areas unless authorized by the Executive Board in writing. The Association reserves the right to tow any vehicle found to be parked improperly, such as, without limitation, owners or tenants in visitor parking, vehicles parked in red zones, in

front of mailboxes, or perpendicular parking against parked cars which obstructs the flow of traffic in the street. The Association will give one written warning prior to towing any vehicle found to be parked improperly. Exhibit A, Page 2

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