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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COMMUNITY SOLUTIONS
PO BOX 548
WEST JORDAN UTAH 84084
BY: SAM, DEPUTY - WI 7 P.

When Recorded Return to:
Rolf H. Berger
Kirton & McConkie
60 East South Temple, #1800
Salt Lake City, UT 84111
Att: Carol Black

**FIRST AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR LITTLE VALLEY CONDOMINIUMS
AND TO THE
BYLAWS OF LITTLE VALLEY CONDOMINIUM ASSOCIATION, INC.**

This FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LITTLE VALLEY CONDOMINIUMS and the BYLAWS OF LITTLE VALLEY CONDOMINIUM ASSOCIATION, INC. is dated for identification purposes only as of the 27th day of December, 2009, by the Little Valley Condominium Association, Inc., a Utah non-profit corporation (the "Association") in contemplation of the following:

RECITALS

- A. The Association has determined that certain changes to the Declaration of Condominium for Little Valley Condominiums (the "Declaration") and to the Bylaws (the "Bylaws") of the Association are in the best interests of the community and its individual owners.
- B. Desirable changes include those governing: (i) the number of directors; (ii) satellite services; (iii) animals, (iv) parking; (v) signs; and (vi) the number of members constituting a quorum for voting purposes.

NOW THEREFORE, the Association does hereby amend certain sections of the Declaration and the Bylaws as follows:

- 1. The text (but not the heading) of Section 6.01 of the Declaration is deleted in its entirety and the following text is substituted:

The Management Committee shall consist of five (5) Directors. Directors shall hold office until the election or appointment of their successors. Subject to the provisions and conditions of Section 6.03, 6.04 and 6.05 below, two (2) Directors shall each hold office for terms of three (3) years, two (2) Directors shall each hold office for terms of two (2) years and one (1) Director shall hold office for a term of one (1) year. A special election of two (2) additional Directors shall be conducted at the meeting of

- the Association held to adopt this First Amendment. Promptly following election of the two (2) additional Directors, the Directors will decide among themselves which two Directors shall serve for three (3) years, which Directors shall service for two (2) years, and which Director shall serve for one (1) year. All Director terms shall begin on the date of the above vote.
2. The text (but not the heading) of Section 8.02 of the Declaration is deleted in its entirety and the following text is substituted:
 - (a) The Association shall not obtain cable or satellite television services for the Units.
 - (b) Owners shall have the right to obtain cable or satellite television services for their respective Units at their sole expense. All such cable or satellite television services shall be separately metered and billed to the individual Owner by the service provider and paid for by the Owner of the Unit to which such services are provided. Satellite dishes may be placed on the outside walls or roof of the portion of the building in which the Owner's Unit is located, but shall be subject to reasonable Rules and Regulations governing screening and placement so as to detract as little as possible from the overall appearance of the Condominium Project while still providing service.
 3. Section 10.08(b) of the Declaration is deleted in its entirety.
 4. The text (but not the heading) of Section 10.02 of the Declaration is deleted in its entirety and the following text is substituted:
 - (a) The Association acting through its Management Committee shall have the authority and responsibility for regulating all aspects of motor vehicle use and parking on the Property and may establish, modify and abolish Rules and Regulations governing the same from time to time.
 5. The text (but not the heading) of Section 10.15 of the Declaration is deleted in its entirety and the following text is substituted:

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 either (i) one (1) domestic cat or (ii) one (1) domestic dog; provided (a) the Owner abides by the Rules and Regulations pertaining to the maintenance and care of pets; and (b) 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. 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 or any location readily seen from adjoining streets, sidewalks or any Common Element. If such defecation should occur despite the Owner's best efforts to prevent it, the Owner of such dog or cat shall immediately remove and dispose of the same in a sanitary manner. No Owner shall allow dog and/or cat feces to accumulate anywhere in or around his or her Unit (whether or not visible from adjoining streets, sidewalks or any Common Element) to the point that the smell thereof is noticeable from adjoining streets, sidewalks or any Common Element. 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 or safety of any person, other animal, or property rightfully on the Property or creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Management Committee, said cat or dog must be removed from the Property upon seven (7) days written notice from the Management Committee.

6. The text (but not the heading) of Section 3.2 of the Bylaws is deleted in its entirety and the following text is substituted:

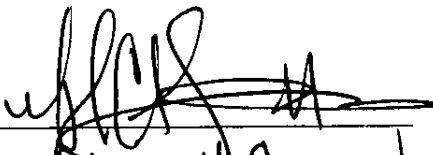
Except as otherwise required by law, the Articles or the Declaration, the number of Owners entitled to vote and who are present at a duly called meeting of the Owners in person or by proxy shall constitute a quorum for the conducting of business regardless of the number of Owners so present.

7. Unless otherwise specifically defined herein, any word appearing in the text of this First Amendment with the initial letter in upper case for other than grammatical reasons is a defined term and shall have the meaning assigned it in the Articles, Declaration and Bylaws.
8. The president and secretary signing this First Amendment hereby certify that it has received the affirmative vote or written consent of at least sixty-seven percent (67%) of the votes allocated to all Units as required by Section 18.03 of the Declaration and Section 10.02 of the Bylaws.

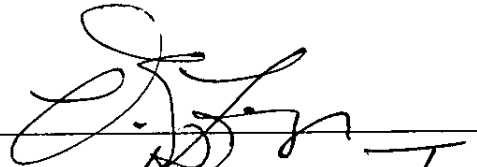
9. This First Amendment shall take effect as of the date that the fully executed original thereof is recorded in the office of the County Recorder of Salt Lake County, State of Utah.

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

LITTLE VALLEY CONDOMINIUM
ASSOCIATION, INC., a Utah non-
profit corporation


Name: Mitchell H. Scovden

Its: President


Name: Rosemary Tenazzi

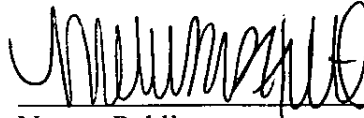
Its: Secretary

[Acknowledgments on following page]

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 4th day of February, 2010, personally appeared before me Micki Seadden, as president of Little Valley Condominium Association, Inc., a Utah non-profit corporation, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and said Micki Seadden acknowledged to me that he/she executed the same in the capacity mentioned herein.

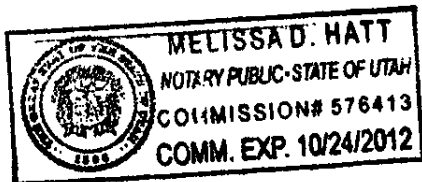




Notary Public

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 4th day of February, 2010, personally appeared before me Rosemary Tenzer, as secretary of Little Valley Condominium Association, Inc. a Utah non-profit corporation, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and said Rosemary Tenzer acknowledged to me that he/she executed the same in the capacity mentioned herein.





Notary Public

EXHIBIT A

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

Legal Description of the Land

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°31'55" 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 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>
1B	3259	2.48%
2A	3299	2.51%
3A	3299	2.51%
4B	3259	2.48%
5B	3259	2.48%
6A	3299	2.51%
7A	3299	2.51%
8B	3259	2.48%
9A	3299	2.51%
10B	3259	2.48%
11A	3299	2.51%
12A	3299	2.51%
13B	3259	2.48%
14A	3299	2.51%
15A	3299	2.51%
16A	3299	2.51%
17B	3259	2.48%
18A	3299	2.51%
19B	3259	2.48%
20A	3299	2.51%
21A	3299	2.51%
22A	3299	2.51%
23A	3299	2.51%
24B	3259	2.48%
25B	3259	2.48%
26A	3299	2.51%
27A	3299	2.51%
28B	3259	2.48%
29B	3259	2.48%
30A	3299	2.51%
31A	3299	2.51%
32B	3259	2.48%
33A	3299	2.51%
34B	3259	2.48%
35A	3299	2.51%
36A	3299	2.51%
37B	3259	2.48%
38A	3299	2.51%
39B	3259	2.48%
40A	3299	2.51%
	<u>131320</u>	<u>100.00%</u>