12339644 8/10/2016 2:59:00 PM \$118.00 Book - 10462 Pg - 5066-5067 Gary W. Ott Recorder, Salt Lake County, UT BALL JANIK LLP BY: eCASH, DEPUTY - EF 2 P.

After Recording Return To:

Curtis G. Kimble, Esq. Ball Janik LLP 2040 Murray Holladay Rd., Suite 106 Salt Lake City, UT 84117 801-274-6800

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENCES AT PARK AVENUE

- A. Certain real property in Salt Lake County, Utah, known as the Residences at Park Avenue is subject to a Declaration of Covenants, Conditions and Restrictions recorded April 8, 2013, as Entry No. 11613892 in the Recorder's Office for Salt Lake County, Utah (the "Declaration").
- B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described as follows:
 - Lots 101 172, RESIDENCES AT PARK AVENUE PHASE 1 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

First Parcel # 27-34-131-001-0000

Lots 201 - 237, RESIDENCES AT PARK AVENUE PHASE 2 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

First Parcel # 27-34-127-058-0000

- C. The Residences at Park Avenue Homeowners Association ("Association") deems it necessary and in the best interests of the Owners to adopt the following amendment.
- D. Pursuant to Article 15, Section 15.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that Owners holding Allocated Interests totaling at least 60% of the total Allocated Interest have voted to approve this amendment.

NOW, THEREFORE, the Association hereby amends Article 4, Section 4.3 of the Declaration by replacing it in its entirety with the following:

- 4.3 Modifications to Units.
- (a) Without the prior written approval of the Management Committee, an Owner shall not make any alterations, repairs, or modifications to any part of the exterior of a building. All exterior changes, repairs or modifications must match current existing materials, colors and designs.

- (b) No Unit shall be joined with another Unit nor shall any partition wall be removed between Units.
- (c) Interior load bearing walls may not be changed or removed.
- (d) Prior to performing any heating, plumbing or electrical work in any Unit, the Owner of the Unit shall notify the Association and the Association may require the Owner to provide the following: (1) a written description of the proposed work, (2) a description of how any debris or materials removed will be disposed of, (3) the date the work will begin, (4) the date the work is expected to be completed, (5) the names, license numbers, proof of current workers compensation insurance, and proof of current liability insurance, of all contractors and other persons expected or required to perform work in the Unit, (6) any expected nuisance that the work may create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance and controlling and removing debris, as needed.
- (e) The Association shall require that an Owner either: (1) use a licensed and insured contractor for any plumbing, heating, or electrical work performed within a Unit, or (2) prior to commencing any plumbing, heating, or electrical work within a Unit, execute an indemnification agreement indemnifying the Association and all other Owners from any loss resulting from the work to be performed, including the manner in which the work is performed and actions of any person performing such work.

IN WITNESS WHEREOF, the Residences at Park Avenue Homeowners Association has executed this Amendment to the Declaration as of the ______ day of ______ 2016.

RESIDENCES AT PARK AVENUE HOMEOWNERS ASSOCIATION a Utah nonprofit corporation

Sign: CMOMOU SIGNED SIG

Subscribed and sworn to before me on the S day of

State of Utah

Notary Public EXPORT