

After Recording Return To:
4252 S Highland Drive #105
Salt Lake City, UT 84124

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Book - 10800 Pg - 2210-2213
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
LITTLE VALLEY CONDO
4252 S HIGHLAND DRIVE #105
SLC UT 84124
BY: SSA, DEPUTY - MI 4 P.

“REVISED”
FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR LITTLE VALLEY CONDOMINIUMS

This Revised Fourth Amendment to the Declaration of Condominium for Little Valley Condominiums (“Fourth Amendment”) is executed on the date set forth below by Little Valley Condominium Association, Inc. (“Association”). Capitalized terms used herein shall have the same meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated.

RECITALS

- A. Real property in Salt Lake County, Utah, known as the Little Valley Condominiums was subjected to the Declaration of Condominium recorded May 28, 2004, as Entry No. 9076301 in the Salt Lake County Recorder’s Office (“Declaration” which term shall include all amendments thereto).
- B. The Declaration was subsequently amended three different times with the following entry numbers in the Salt Lake County Recorder’s Office: 1) Entry Number 9486581, recorded September 9, 2005, 2) Entry Number 10899438, recorded February 18, 2010, and 3) Entry Number 11027199, recorded September 7, 2010.
- C. This Revised Fourth Amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto.
- D. This Revised Fourth Amendment is intended to change the maintenance responsibilities of the Association and the Owners, alter and clarify rule making authority regarding architectural controls, and other items.
- E. Pursuant to Article XVIII, Section 18.03 of the Declaration, the Association certifies that it has received at least 67% approval of the votes allocated to all Units.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

Article I, Section 1.01(nn) is removed in its entirety and is replaced with the following:

(nn) “Rules and Regulations” means any instrument adopted from time to time by the Association for the regulation and management of the Condominium, as the same may be amended from time to time. Such Rules and Regulations may include, without limitation, the design, material, and color requirements for Buildings, Limited Common Elements, and Unit interiors that are visible from the exterior, including draperies, shades, window coverings, window and window frames, door and door frames, rain gutters, exterior light fixtures, Building exterior coverings (stucco, brick, etc.), and glass. The Rules and Regulations may also establish procedures for review and approval of the design, material, and color of the elements listed above and may also include a list of pre-approved designs, materials, and colors.

Article IX, Section 9.01 is removed in its entirety and is replaced with the following:

9.01 Maintenance of Common Elements.

Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain the Common Elements and the other Association property in good order and condition and shall otherwise manage and operate the Common Elements as it deems necessary or appropriate. The Management Committee shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. Without limiting the foregoing, the Association may:

- (a) construct, modify, add to, repair, replace, or renovate any improvements that are located on or constitute a part of any Common Element;
 - (b) maintain all common area landscape, plant and replace trees, shrubs, and other vegetation on any Common Element;
 - (c) maintain all roads, entry gate, common sidewalks, etc.
 - (d) place, maintain, and replace signs upon any Common Element;
 - (e) maintain the roofs of the Buildings;
 - (f) adopt and enforce Rules and Regulations regulating the use of Common Elements; and
 - (g) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage, or regulate the use of the Common Elements.
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Article IX, Section 9.02 is removed in its entirety and is replaced with the following:

9.02 Owner Maintenance Responsibilities.

Notwithstanding anything to the contrary in this Declaration or the Act, each Owner, at such Owner's sole cost and expense, shall maintain, repair, and replace in good order, and in a clean, sanitary, and attractive condition:

- a) Its Unit;
- b) The elements and Limited Common Elements that serve that Owner's Unit exclusively, including, without limitation, utility systems, mechanical systems, exhaust, heating and ventilation systems, lines, ducts, tanks, pumps, motors, fans, compressors, plumbing systems and fixtures, electrical systems and fixtures, storage areas, driveways, stairs, patios, balconies, decks, porches, railings, courtyards, stoops, and in general all other such apparatus (including all fixtures located therein) serving solely such Unit. Each Owner shall also keep all exterior light fixtures fitted with working bulbs and provide for their illumination from the evening hours until dawn (photo cell fixtures may be used for this purpose).
- c) The exterior shell and structural elements of his or her Unit including, without limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, exterior wall materials, paint, windows, doors, garage doors, door jams and frames, rain gutters, lighting fixtures, and other such materials and systems. In the event that such a material or element is shared between two adjoining Units, such maintenance, repair, and replacement shall be

the joint responsibility of the Owners of the two adjoining Units. By way of example, if two Units share a common foundation that is need of repair, the Owners of both Units shall cooperate and equally share in the expense of the repair. In the event that the maintenance, repair, or replacement is reasonably necessary and one of the two adjoining Owners refuses to participate or contribute to the maintenance, repair, or replacement the Owner seeking the maintenance or repair, or replacement may submit a written request to the Management Committee for a determination that such action is necessary. If the Management Committee determines that such maintenance, repair, or replacement is necessary for both Units, both Owners shall be required to equally contribute to the maintenance, repair, or replacement. The Management Committee's determination shall be conclusive.

The Owner shall not permit any screws, bolts, or other items to be used upon the Limited Common Elements of a balcony or patio or any other locations which would penetrate the Common Elements without prior written approval from the Association.

In the event that an Owner fails to comply with his or her responsibilities under this Section the Association may maintain, repair, or replace such element at the expense of the Owner, which may be charged as a Default Assessment against that Owner and his or her Unit. Notwithstanding the foregoing, the Association shall have no obligation regarding maintenance or care which is required to be accomplished by any Owner. In the event that any Owner fails to comply with its maintenance, repair, or replacement obligations, or the Owner improperly maintains, repairs, or replaces the elements listed above, and such action damages the Common Elements, the Association may repair the Common Elements and restore them to their proper condition at the expense of the Owner, which may be charged as a Default Assessment against that Owner and his or her Unit. The Association shall have an easement during reasonable hours to access the areas listed in this Section in order to take the actions contemplated by this Section.


NOTE: THE PROJECT IS SUBJECT TO LANDSCAPING RESTRICTIONS THAT WILL BE STRICTLY ENFORCED. OWNERS SHOULD COMPLETELY FAMILIARIZE THEMSELVES WITH SUCH RESTRICTIONS PRIOR TO INST ALLING ANY LANDSCAPING IMPROVEMENTS.

NOTE: GARAGES ARE LOCATED WITHIN PARKING AREAS AND MAY FROM TIME TO TIME BE SUBJECTED TO WATER UPON FLOORS. OWNERS ARE ADVISED NOT TO STORE MATERIALS ON THE FLOORS OF ANY GARAGES.

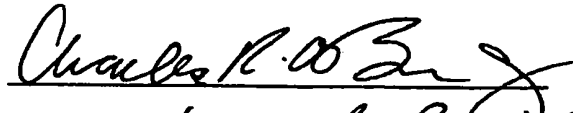
[Signatures on Following Page]

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

Little Valley Condominium Association, Inc.:



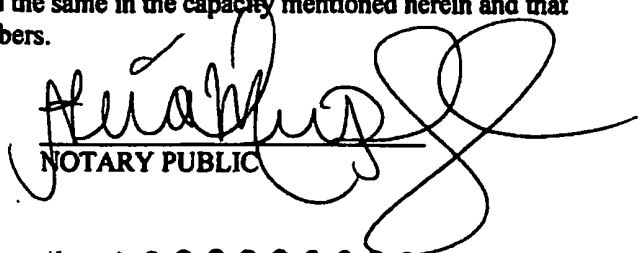
Print Name: Jennifer Rhead
Its President



Print Name: Charles R. O'Brien, Jr.
Its Secretary

STATE OF UTAH)
County of Salt Lake) :ss.

On this 1st day of May, 2019, personally appeared before me Jennifer Rhead, as
and Charles R. O'Brien, Jr., as president and secretary of Little Valley Condominium
Association, Inc., whose identity is personally known to me or proved to me on the basis of satisfactory
evidence, and acknowledged to me that they executed the same in the capacity mentioned herein and that
this Declaration was approved by Association's members.



NOTARY PUBLIC

