

7529681

When recorded, mail to:

Robert A. Eder Jr.  
Attorney-at-Law  
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Salt Lake City, Utah 84107

7529681  
12/08/1999 03:26 PM 20.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ROBERT A EDER JR  
310 E 4500 S STE 610  
SLC UT 84107  
BY: RDJ, DEPUTY - WI 6 P.

## FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEHAVEN CONDOMINIUMS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Rosehaven Condominiums, a Condominium Development (the 'Declaration') was executed on September 19, 1996 and recorded on October 11, 1996 as Entry No. 6479080, beginning in Book 7510, at Page 1580 in the Salt Lake County Recorder's Office; and

WHEREAS, there have been three prior Amendments to the Declaration; and

WHEREAS, the description of the real property affected by this Amendment and the Declaration is located in Salt Lake County, State of Utah, and is described as follows:

Beginning at a point South 0°03'40" West along section line 286.0 feet and West 33.00 feet from the Monument in the center of 4000 West Street, said Monument being the Northeast corner of the Southeast Quarter of Section 6, and the East ¼ corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence West 102.00 feet; thence South 44.00 feet to the North line of Benview Subdivision No. 2; thence North 89°56'20" West 162.05 feet; thence North 0°03'40" East 299.71 feet to a point on the South Line of 4400 South Street; thence North 89°58'36" East along the South R/W line of 4400 South Street 264.00 feet; thence South 0°03'40" West along the West R/W line of 4000 West Street 255.99 feet to the point of beginning.

WHEREAS, the within Amendment was proposed by the Management Committee and consented to and approved in writing by 36 unit owners who represent more than 67% of the total allocated votes in the Rosehaven Condominium Homeowners Association. Said approval and consent was obtained by the Management Committee on or about October 2, 1999; and

WHEREAS, the within Amendment was proposed by the Management Committee and consented to and approved in writing by 28 first mortgage holders, which represents more than two thirds of the first mortgage holders of all units.

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NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following text is added to the Declaration on page 3 as Section 2. The terms of Section 2 which existed prior to this Amendment have been incorporated herein, and the following text shall become Section 2 of the Declaration:

**2 Description of the Land**

The Property shall be that certain real property located in Salt Lake County, State of Utah containing approximately 1.714 acres and 45 units, as more particularly described in the Recitals of this Declaration.

2. The following text is added to the Declaration on page 12 as Section 9.6:

**9.6 Damage to Common Areas, Limited Common Areas, or Other Units**

Each Owner of a Unit shall be jointly and severally liable for any damage to the Common Areas, Limited Common Areas, or Other Units caused by the willful or negligent acts of the Owner or any other occupant of the Owner's Unit. In addition, each Owner of a Unit shall be jointly and severally liable for any expense incurred by the Association or any other Member resulting from the actions or inactions of the Owner or any other occupant of the Owner's Unit. Any amount owed to the Association under this provision shall be considered a Special Assessment against the Owner and shall be due upon written demand by the Association, except that the Association shall not be required to comply with the provisions of Section 19.6 of this Declaration.

3. The following text is added to the Declaration on page 19 as Section 14. The terms of Section 14 which existed prior to this Amendment have been incorporated herein, and the following text shall become Section 14 of the Declaration (The terms of Section 14 existing prior to this Amendment have not been materially changed, but have been renumbered and begin at Section 14.6.):

**14 Leasing of Units**

14.1 No more than thirteen (13) Units may be leased or rented to non-owner occupants at any time. For the purposes of this section, a non-owner occupant shall mean a person or group of persons of which no person is an owner of record of the unit which that person or persons occupy. In any event, no Unit may be leased or rented to non-owner occupants without the express written approval of the Association.

14.2 The above restriction on leasing shall not apply to an Owner of a Unit who

owned the Unit prior to September 1, 1999 and who has continuously owned the Unit since that time. Any Unit leased subject to this exception shall be counted in determining whether thirteen (13) Units are rented at any time, and shall not be considered to be Owner occupied.

14.3 The above restriction on leasing shall not apply to an Owner who leases his Unit to a person or group of persons of which at least one person is related by blood or marriage by no more than two degrees of relation to the Owner. Any Unit leased subject to this exception shall not be counted in determining whether thirteen (13) Units are rented at any time, and shall be considered to be Owner occupied.

14.4 The above restriction on leasing shall not apply to an Owner who resides in his Unit during the time it is also leased to other persons. Any Unit leased subject to this exception shall not be counted in determining whether thirteen (13) Units are rented at any time, and shall be considered to be Owner occupied.

14.5 The Association shall promulgate rules and procedures for selecting Units which may be leased or rented to non-owner occupants when less than thirteen (13) Units are leased or rented to non-owner occupants. Said rules and procedures shall be binding on all Unit Owners.

14.6 All leases of units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that failure of the lessee to comply with the terms of said documents shall be a default under the lease.

14.7 No Unit Owner shall be permitted to lease his Unit for a period of less than seven (7) days.

14.8 No Unit Owner shall lease less than the entire unit.

14.9 A copy of all lease or other rental agreements shall be promptly provided to the Association without request for the same. The name of each and every individual residing in a leased unit shall be included on the lease.

14.10 The provisions of this paragraph shall not apply to a lender in possession of a Unit following a default in a first mortgage, but shall apply to any subsequent purchaser of the Unit.

4. The following text is added to the Declaration on page 27 as Section 19.10 The terms of Section 19.10 which existed prior to this Amendment have been incorporated herein, and the following text shall become Section 19.10 of the Declaration:

**19.10 Notice and Assessment Installation Due Dates**

The due dates for the payments of installments shall be the first day of each month unless some other due date is established by the Board of Trustees and notice thereof given to the Unit Owners. These payments shall be due whether or not notice is sent or received. Each installment, regular assessment and special assessment shall become delinquent if not paid in full within fifteen (15) days after its due date. There shall accrue with each delinquent installment, including any late charge previously assessed and unpaid, a late charge of \$25.00 plus interest (compounded daily) at the rate of eighteen percent (18%) per annum on the amount of any unpaid delinquent installment from the date the delinquent installment was due until paid in full. All payments received shall be applied first to collection costs including reasonable attorney's fees, then to accrued late fees, then to accrued interest, then to delinquent installments, then to the current installment.

5. The following text is added to the Declaration as Amended Appendix B. The terms of Amended Appendix B which existed prior to this Amendment have been incorporated herein, and the following text shall become Amended Appendix B to the Declaration:

**AMENDED  
APPENDIX "B"**

<u>Unit #</u>	<u>Parking Space</u>	<u>% of Interest</u>	<u>No. of Votes</u>
4408-A	16	2.222222	1
4408-B	17	2.222222	1
4408-C	18	2.222222	1
4408-D	15	2.222222	1
4418-A	9	2.222222	1
4418-B	10	2.222222	1
4418-C	11	2.222222	1
4418-D	8	2.222222	1
4426-A	5	2.222222	1
4426-B	6	2.222222	1
4426-C	7	2.222222	1
4426-D	4	2.222222	1
4409-A	20	2.222222	1
4409-B	21	2.222222	1
4409-C	22	2.222222	1

4409-D	19	2.222222	1
4419-A	29	2.222222	1
4419-B	30	2.222222	1
4419-C	31	2.222222	1
4419-D	28	2.222222	1
4427-A	35	2.222222	1
4427-B	36	2.222222	1
4427-C	37	2.222222	1
4427-D	34	2.222222	1
4433-A	38	2.222222	1
4433-B	40	2.222222	1
4433-C	41	2.222222	1
4433-D	39	2.222222	1
4434-A	42	2.222222	1
4434-B	44	2.222222	1
4434-C	45	2.222222	1
4434-D	43	2.222222	1
4428-A	47	2.222222	1
4428-B	48	2.222222	1
4428-C	49	2.222222	1
4428-D	46	2.222222	1
4420-A	53	2.222222	1
4420-B	54	2.222222	1
4420-C	55	2.222222	1
4420-D	52	2.222222	1
4410-A	62	2.222222	1
4410-B	63	2.222222	1
4410-C	64	2.222222	1
4410-D	61	2.222222	1
4412	4412	2.222222	1
		<u>100%</u>	<u>45</u>

Approximate square footage is shown on the plat.

Declarant has elected to allocate an equal percentage of interest to each Unit even though the Units may be of different sizes.

The configuration of some Units may not match exactly the floor plans recorded in connection with this Declaration.

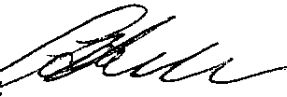
6. The provisions and restrictions contained in the above addition to the Declaration shall take effect and be enforceable immediately upon the recording of this Amendment in the Salt Lake County Recorder's Office. To the extent that the terms of this Amendment conflict with any other terms in the Declaration or any prior amendment, the terms of this Amendment shall control.

7. In all other respects, the Declaration shall remain in full force and effect.

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DATED this 7th day of December, 1999.

Rosehaven Condominium  
Homeowners Association

By:   
Carbon Lundgren, President

State of Utah            }  
                                  :ss  
County of Salt Lake    }

On the 7th day of December, 1999, personally appeared before me Carbon Lundgren, who being duly sworn, acknowledged that he is the duly appointed President of the Rosehaven Condominium Homeowners Association, and that he executed the within Amendment with authority from and on behalf of the Rosehaven Condominium Homeowners Association.

My commission expires: 8-31-2002

  
Notary Public

