

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSASPEN VILLAGE CONDOMINIUM TOWNHOUSES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ASPEN VILLAGE CONDOMINIUM TOWNHOUSES (hereinafter referred to as this "Amendment"), is made and executed this 12 day of July, 2004 by the undersigned members of the Management Committee of the Aspen Village Condominium Townhouses (the "Management Committee").

WITNESSETH:

WHEREAS, a certain Declaration Of Covenants, Conditions And Restrictions Aspen Village Condominium Townhouses was executed on November 24, 1964 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 204512 in Book 2246 at Pages 519 to \_\_, as subsequently amended (hereinafter referred to as the "Declaration");

WHEREAS, a certain Record of Survey Map of Aspen Village Condominium Townhouses was executed on November 24, 1964 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 2045120 and Map Filing No. CC 14, as subsequently amended (hereinafter referred to as the "Map");

WHEREAS, the Declaration and Map created the Aspen Village Condominium Townhouses consisting of Units 1-14 together with their respective undivided interests in the common areas and facilities as more particularly described in the Declaration and the Map;

WHEREAS, the Aspen Village Condominium Townhouses have been developed upon and include the following described land located in Salt Lake County, Utah:

Beginning at a point which is 78.5 rods East and 8.93 rods South from the Northwest corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 259.545 feet, thence East 265.75 feet, thence South 259.545 feet, thence West 265.75 feet to beginning.

WHEREAS, this Amendment has been approved by the affirmative vote of record Owners holding at least seventy-five percent (75%) of the total votes of the Owners as described in the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Affirmative Vote of at Least 75% of the Total Votes of the Owners. The undersigned members of the Management Committee hereby certify that the changes and additions to the Declaration set forth in this Amendment were duly voted upon at a meeting of the Owners held on April 8, 2004 and received the affirmative vote of not less than seventy-five percent (75%) of the total votes of the Owners.

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07/12/2004 02:05 PM 44.00  
Book - 9012 Pg - 8571-8581  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NANCY DROUBAY  
2171 E CLAYBOURNE AVE  
SLC UT 84109  
By SBM Deputy ni lip.

2. Limited Common Area. The following paragraph 1(o) is hereby added to the Declaration:

(o) "Limited Common Area" shall mean any Common Areas designated as reserved for the use of or which service a certain Unit or Units to the exclusion of the other Units in the Project. Any balconies, porches, parking stalls, roofs or storage facilities that are identified on Exhibit "A" (attached hereto and incorporated herein by this reference) with the same number(s) or other designation by which a Unit(s) is identified shall be Limited Common Areas for the exclusive use or benefit of the Owner(s) of the Unit(s) bearing the same number or designation.

3. Annual Meeting. Paragraph 3(a) of the Declaration is hereby amended so as to delete said Paragraph 3(a) as it presently appears and to substitute therefore the following:

(a) Annual Meeting. There shall be an annual meeting of the Owners on the second Tuesday of November each year at 8:00 p.m. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. Notice of the annual meeting shall be accompanied by a proposed budget for the coming year and an audit report of the previous twelve months.

- (i) Budget. At the annual meeting, the Management Committee shall present the proposed Budget for the coming year, itemizing receipts and disbursements, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year, and an audit report of the common expenses and revenue for the previous twelve months. The proposed Budget shall be submitted to the Owners for their approval at the annual meeting, which approval shall require the affirmative vote of not less than a majority of the total votes of the Owners. Within ten (10) days after the annual meeting, copies of the approved Budget shall be delivered to all Owners. The budget shall serve as the supporting document for the annual common expense assessments assessed to each Owner for the upcoming calendar year and as a major guideline under which the Project shall be operated during such calendar year.
- (ii) Audit Committee. At the annual meeting, the Owners shall elect an Audit Committee comprised of at least two Owners and one member of the Management Committee to prepare an audit of the revenues and common expenses for the prior calendar year and the period from January 1 to October 31 of the current calendar year. The candidates receiving the highest number of votes shall be deemed elected. The Audit Committee may hire a bookkeeper or accountant to prepare the audit and the cost thereof shall be a common expense.
- (iii) Audit or Inspection of Books and Records. Any Owner may at any time, at that Owner's expense, cause an audit or inspection to be made of the books and records of the Aspen Village Condominium Townhouses.

4. Notices. Paragraph 4 of the Declaration is hereby amended so as to delete said Paragraph 4 as it presently appears and to substitute therefore the following:

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Management Committee or Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or the Manager.

5. Election. Paragraphs 5(a), (c) and (d) of the Declaration are hereby amended so as to delete said Paragraphs 5(a), (c) and (d) as they presently appears and to substitute therefore the following:

(a) Election. At each annual meeting, subject to the provisions of subparagraph 5(e) hereof, the Owners shall elect a Management Committee for the forthcoming year, consisting of Five (5) Owners; provided, however, that the first Management Committee elected hereunder may be elected at a special meeting duly called, said Management Committee to serve until the first annual meeting held thereafter. The candidates receiving the highest number of votes shall be deemed elected.

(c) Resignation and Removal. Any member of the Management Committee may resign at any time by giving written notice to the Management Committee or the Manager, and any member may be removed from membership on the Management Committee by a majority vote of the Owners that constitute a quorum in accordance with paragraph 3 hereof.

(d) Proceedings. Three (3) members of the Management Committee shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall elect a chair and vice-chair. The chair shall preside over both the meetings of the Management Committee and those of the Owners and the vice-chair shall so preside in the absence of the chair. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management Committee may also act without a meeting by unanimous written consent of its members.

6. Maintenance, Repair and Replacement of Common Area. Paragraph 6(h) of the Declaration is hereby amended so as to delete said Paragraph 6(h) as it presently appears and to substitute therefore the following:

(h) Painting, maintenance, repair, replacement and all landscaping of the Common Area, and such furnishings and equipment for the Common Areas as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the Common Area; provided, however, that

(i) the interior surfaces of each Unit shall be painted, maintained, repaired and replaced by the Owners thereof, (ii) each Limited Common Area roof shall be maintained, repaired and replaced by the Owner or Owners of the specific Units covered by said roof, (iii) any roof repair or replacement that an Owner is obligated to complete shall meet the architectural, structural, durability and quality standards established by the Management Committee and shall be compatible in appearance with roofs on other buildings in the project, and (iv) all such maintenance, repair and replacement shall be at the sole cost and expense of the particular Owner or Owners;

7. Maintenance, Repair and Replacement of Units and Roofs. Paragraph 6(j) of the Declaration is hereby amended so as to delete said Paragraph 6(j) as it presently appears and to substitute therefore the following:

(j) Any maintenance, repair or replacement of any Unit or any Limited Common Area roof, if such maintenance, repair or replacement is deemed reasonably necessary in the discretion of the Management Committee to protect the Common Area or preserve the appearance and value of the project, and the Owner or Owners of said Unit or Owner or Owners of the Units or Units covered by said Limited Common Area roof have failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity of said maintenance, repair or replacement delivered by the Management Committee to said Owner or Owners, provided that the Management Committee shall levy a special assessment against the Unit or Units of such Owner or Owners for the cost of said maintenance, repair or replacement.

8. Owners Obligation to Repair. Paragraph 14 of the Declaration is hereby amended so as to delete said Paragraph 14 as it presently appears and to substitute therefore the following:

14. Owners Obligation to Repair. Except for those portions which the Management Committee is required to maintain and repair hereunder (if any), each Owner shall at the Owner's expense keep the interior of his Unit, the Limited Common Area roof appurtenant to said Unit, and the Unit's equipment and appurtenances in good order, condition and repair and in a safe and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of the Limited Common Area roof covering said Unit and any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connected with the Unit. It is expressly understood that there is, appurtenant to each Unit, an air conditioner that is located outside the Unit but adjacent to the building. An easement is hereby reserved in favor of each Unit for the purpose of maintenance, repair or replacement of the said air conditioners by the respective Owners as required hereinabove. The Owner shall also, at the Owner's own expense, keep the interior of the patios, storage area and carport or carports which have been assigned to his Unit in a clean and sanitary condition. The Management Committee and Manager shall not be responsible to the Owner for loss or damage by theft or otherwise of articles that may be stored by the Owner in the patios, storage area, carport or carports or Unit. The Owner shall promptly discharge any lien that may hereafter be filed against his condominium and shall otherwise abide by the provisions of Section 57-8-19 of the Condominium Act.

9. Late Fee & Collection Policy. Paragraph 9(b) of the Declaration is hereby amended so as to delete said Paragraph 9(b) as it presently appears and to substitute therefore the following:

(b) Late Fee & Collection Policy. Each monthly installment of the common expense assessment is due and payable on the first day of each month during the calendar year. All monthly installments received on or before the first day of the month when due are entitled to a \$30 discount for timely payment. All unpaid installments of the common expense assessments shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment became due until paid. In addition, in the event any installment of the common expense assessment is not paid within fifteen (15) days of the date such installment becomes due, it shall be subject to a late fee of one dollar (\$1.00) per day from the date each such installment became due until paid. If any installment of the common expense assessment and any other charges or any part thereof due from an Owner remain delinquent for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to the Owner stating that if the assessment or charge is not received within ten (10) days from the date of the notice of delinquency, the Management Committee may accelerate and declare immediately due all of that Owner's unpaid installments of the common expense assessment for that calendar year. If all assessments and related charges currently due are not received within such ten (10) day period, the Management Committee may then accelerate and declare immediately due all installments of the common expense assessment for that calendar year, without any further notice being given to the delinquent Owner. That Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year. If assessments and other charges or any part thereof remain outstanding more than thirty (30) days after the assessment payments first become delinquent, the Management Committee may file a common expense lien against the Unit, commence a judicial foreclosure, institute suit to collect all amounts due, or pursue any other action to collect the amounts owing pursuant to the provisions of this Declaration or Utah law and suspend the Owner's right to use the Common Area (provided, however, the Management Committee may not limit ingress or egress to or from a Unit), whether or not a notice of delinquency has been sent, as provided above.

10. Work Done on Common Areas. Paragraph 15 of the Declaration is hereby amended so as to delete said Paragraph 15 as it presently appears and to substitute therefore the following:

15. Work Done on Common Areas. (a) Except as specifically provided herein, no Owner, occupant, or any other person may make any encroachment onto the Common Areas, exterior change, alteration, or construction, nor erect, place, or post any sign (except for one "for sale" sign for each Unit of no more than two feet by two feet advertising the Unit for sale), object, light or thing on the exterior of the buildings or any other Common Area without first obtaining the written approval of the Management Committee or its delegate in accordance with the procedures of subsection (c) of this Paragraph.

(b) Owners may make any improvements, renovations, or alterations within Units that do not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Common Areas, upon first notifying the Management Committee or its delegate and providing the Management Committee or its delegate with evidence reasonably acceptable to it that the proposed improvements, renovations, or alterations will not so impair the structural integrity of any structure or lessen the support of any portion of the Common Areas.

(c) Application shall be in writing and shall provide such information as the Management Committee may reasonably require. The Management Committee or its delegate may publish written architectural standards for exterior, interior and Common Area alterations, additions, improvements, and renovations, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing Units and the location in relation to surrounding structures and topography of the vicinity. In the event that the Management Committee or its delegate fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, its approval will not be required and this Paragraph will be deemed complied with; provided, however, even if the requirements of this Paragraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration.

(d) As a condition of approval for a requested architectural change, modification, addition, alteration, interior improvement or renovation, an Owner, on behalf of himself or herself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Management Committee, an Owner may be made to verify such assumption of responsibility by written instrument acknowledged by the Owner on behalf of himself and his successors-in-interest.

11. Single-Family Occupancy. Paragraph 16(b) of the Declaration is hereby amended so as to delete said Paragraph 16(b) as it presently appears and to substitute therefore the following:

(b) Single-Family Occupancy. The Units are restricted exclusively to residential use, and no unit shall be occupied by more than a single family. As used herein, the term "single family" shall mean one or more persons, provided all persons occupying the Unit are married or immediate family members. If persons occupying a Unit are not all married or immediate family members, then the occupancy of that Unit shall be limited to a maximum of two (2) persons. The words "immediate family members" shall be deemed to encompass only children, brothers, sisters, and parents. "Occupancy," for the purposes of this Declaration, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any year.

12. Signs and Posters. Paragraph 16(d) of the Declaration is hereby amended so as to delete said Paragraph 16(d) as it presently appears and to substitute therefore the following:

(d) No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the project or any Unit without the prior written consent of the Management Committee, except one sign for each Unit, of not more than two (2) feet by two (2) feet, advertising the property for sale. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of Salt Lake County ordinances.

13. Children Under 12. Paragraph 16(j) of the Declaration is hereby deleted in its entirety.

14. Right of First Refusal. Paragraphs 21, 22 and 23 of the Declaration are hereby deleted in their entirety.

15. Audit. Paragraph 29 of the Declaration is hereby deleted in its entirety.

16. This Amendment may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

17. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used in this Amendment.

18. Except as herein modified, all other terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, constituting all members of the Management Committee of the Aspen Village Condominium Townhouses have set their hands this day and year first above written.

  
\_\_\_\_\_, Management Committee Member

  
\_\_\_\_\_, Management Committee Member

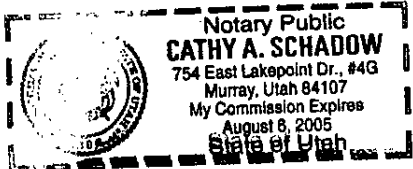
  
\_\_\_\_\_, Management Committee Member

[Signature]  
Management Committee Member

[Signature]  
Management Committee Member

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2004, by Nancy Droubay, a Management Committee Member of the Aspen Village Condominium Townhouses.



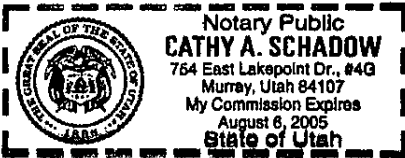
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NOTARY PUBLIC

My Commission Expires:  
Aug 6, 2005

Residing at:  
1334 E. 3900 S SLC 84124

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2004, by Fredrica Gallegos, a Management Committee Member of the Aspen Village Condominium Townhouses.



[Signature]  
NOTARY PUBLIC

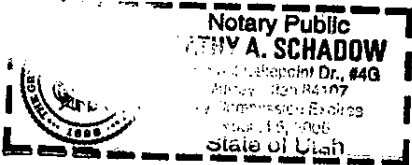
My Commission Expires:  
Aug 6, 2005

Residing at:  
1334 E. 3900 S SLC 84124



STATE OF UTAH )  
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 :SS.  
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COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2004, by Damon Miller, a Management Committee Member of the Aspen Village Condominium Townhouses.



Cathy A. Schadow  
NOTARY PUBLIC

My Commission Expires:

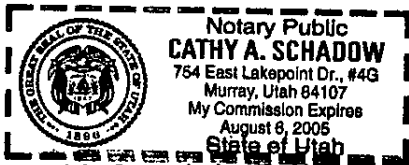
Aug 6, 2005

Residing at:

1334 E. 3900 S. 84124

STATE OF UTAH )  
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 :SS.  
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COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2004, by Rebecca Sadtler, a Management Committee Member of the Aspen Village Condominium Townhouses.



Cathy A. Schadow  
NOTARY PUBLIC

My Commission Expires:

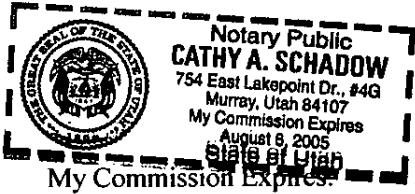
Aug 6, 2005

Residing at:

1334 E. 3900 S. 84124

STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2004, by Hal Robins, a Management Committee Member of the Aspen Village Condominium Townhouses.



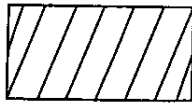
My Commission Expires:  
Aug. 6, 2005

Cathy A. Schadow  
NOTARY PUBLIC

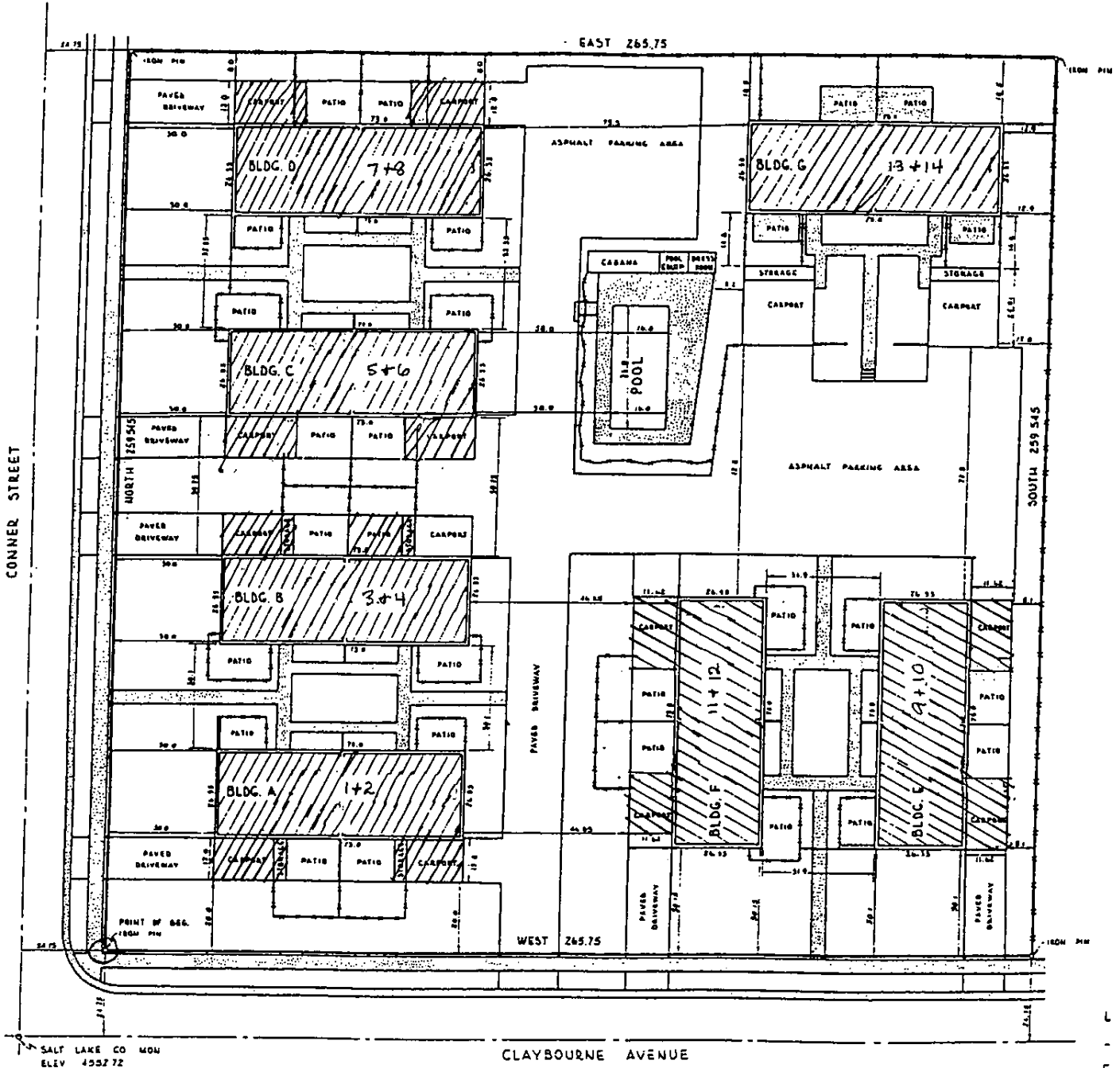
Residing at:

1334 E. 3905 84124

EXHIBIT "A" - DESIGNATION OF LIMITED COMMON AREA ROOFS



Limited Common Areas



SALT LAKE CO MON  
ELEV 4557.72

CLAYBOURNE AVENUE