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DECLARATION

*Midwest Railroad Construction*

FOR

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ALAN SCRIGGS  
PTARMIGAN TOWNHOUSES SUMMIT COUNTY RECORDER

A Planned Unit Development in Summit County, Utah. Dg. 26<sup>th</sup>

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by Park City Investment Ltd. No. 1, hereinafter called the "Declarant" or "Developer".

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desire to create thereon a residential community with open spaces and other common facilities for the benefit of the residents of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of open spaces and other common facilities, and to this end, desire to subject the real property described in Article II together with such additions as may be made thereto ( as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated the Ptarmigan Townhouse Association under the laws of the State of Utah as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, uses, limitations, charges, obligations and liens (hereinafter for brevity called "covenants and restrictions"), which shall be deemed to run with the land, shall be a burden and a benefit to Declarant, it's successors and assigns and any person acquiring or owning interest therein, their grantees, successors, heirs, executor, administrators, devisees and assigns.

ARTICLE I

The following words when used in this Declaration, any supplemental Declaration (unless in the context shall provide) shall have the following meanings:

1. "Association" shall mean and refer to the Ptarmigan Townhouse Association, a Utah Corporation, not for profit.
2. "The Properties" shall mean and refer to all such existing properties and the additions thereto as are subject to this Declaration or any supplemental Declaration as is provided in Article II thereof.
3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
4. "Site" or "Building Site" shall mean and refer to any lot or combination of contiguous lots or any combination of contiguous parts of lots on the properties which constitutes individual residential sites, title to which shall be owned in fee simple.
5. "Residence" shall mean the residence and improvements constructed on a building site.
6. "Real Property Interest" shall mean and refer to the site, together with all the improvements thereon and appurtenant rights thereto.
7. "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any site situated upon the properties.

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8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

9. "Declarant" shall mean Park City Investment Ltd. No. 1, its successors and/or assigns.

10. "Assessment" means and includes expenses for maintenance, repair, operation and management of the common properties and other properties as provided in this Declaration.

## ARTICLE II.

### Property Subject to this Declaration

1. Existing Property The real property which is held, transferred, sold, conveyed and occupied subject to this Declaration is located in Summit County, Utah, and is more particularly described as follows:

All of the property described:

BEGINNING at a point which is North 89 15'54" East 3540.57 feet along the section line from the Southwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 3 10'00" West 1.27 feet to a point on a 188.45 foot radius curve to the left (radius bears South 86 50'00" West); thence along said curve Northwesterly, 183.64 feet; thence North 59 00'00" West, 55.80 feet to a point on a 165.00 foot radius curve to the right (radius point bears North 31 00'00" East); thence along said curve Northwesterly, 169.91 feet; thence North 152.72 feet; thence East 84.42; thence North 59 00'00" East, 42.18 feet; thence South 72 18'16" East, 43.05 feet; thence North 65 00'00" East, 141.41 feet; thence South 3 10'00" East, 543.23 feet; thence South 89 15'54" West 100.73 feet to the point of BEGINNING.

2. Additions in Accordance with Plan. The lands described in Exhibit "A" attached hereto and made a part hereof, may, in whole or in part, be brought within the provisions of this Declaration in future stages of development. Such additions may be annexed by Declarant under this Declaration upon the filing for record of a subdivision plat thereof or of a supplemental certificate, which contains the certificate of the Declarant, declaring such subdivision or additional lands to be subject to all of the provisions of this Declaration (and any amendment thereto) with reference to such recorded instrument(s), without the necessity of filing of record of supplemental Declaration, and the covenants and restrictions set forth in this Declaration (and any amendments hereto) shall thereby be extended fully to such annexed platted property. Declarant may cause to be recorded a supplemental Declaration, the covenants, restrictions, and other provisions of which may not be identical to those set forth in this Declaration. The common area as shown on the plat of the existing property and the additional property shall be devoted to the common use and enjoyment of the owners of the properties without the necessity of making reference thereto in the plat(s) or any other document, including Deeds, Deeds of Trust, Mortgages or instruments of conveyance.

## ARTICLE III.

### Planned Residence Development

The development and improvement of the existing property and the additions thereto shall be under the control of the Declarant, subject to the zoning laws and subdivision regulations of Summit County, Utah.

## ARTICLE IV.

### Architectural-Aesthetic Control

1. No exterior additions or alterations to any exterior improvements or changes in fences, walls or other structures, shall be commenced, erected or maintained until and unless the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations of the site to be built upon shall have been submitted to and approved by the Architectural Control Committee hereinafter identified, and a copy thereof as finally approved logged permanently with said Committee. No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping the lands which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and

landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and effect of the residence structure or other improvement as proposed on the adjacent or neighboring property, and with the general residence plan of properties. All subsequent additions to or changes or alterations in any residence, fence, wall or other structure, including exterior scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.

2. Fencing, landscaping and other improvements erected or placed by Declarant at its expense, shall thereafter be maintained by the Association.

3. No exterior mounted radio, short wave or television or other type of antenna shall be permitted except on an interior roof, the elevation of which is lower than the surrounding roof so that such antenna installation is not visible from any other sites, from any common area and from streets.

4. No tanks of any kind, either elevated or buried, shall be erected, placed or permitted upon any site, except those initially installed by Declarant, if any, or upon written approval of the Architectural Control Committee.

5. No clotheslines or incinerators shall be permitted or maintained on any site, or any part of the common property.

6. The Rules Committee which shall be appointed by the Board of Directors shall recommend to the Board of Directors who shall determine which items such as fire wood, patio furniture, grills, bicycles, etc. may be permitted and at what period during the year on or near the front entry and on or near the rear patio decks.

7. The fences furnished and installed by the Developer may not be removed. Such fences are part of the architectural design plan of the entire residential development.

8. No house trailer, tent, shack, detached garage, barn or out building of any kind shall be permitted on a site.

9. No house trailer, camping trailer, boat trailer, hauling trailer, running gear or boat or accessories thereto, truck of any type or van shall be parked, stored or maintained on any site, including the streets adjoining a site. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or owners of the sites to the association, or contractors within the properties.

10. Declarant, its successors and assigns, its employees, representatives, agents and contractors may maintain a business and sales office, construction facilities in yards, trucks, equipment, parking area, model residences, display facilities, advertising signs and displays and other Developer's facilities reasonably necessary, appropriate or customarily used or acquired during the construction, development and sales periods.

11. No signs of any kind shall be displayed to the public view on any site except one sign of not more than 6 feet square advertising that site or real property interest for sale or rent.

#### ARTICLE V.

##### Architectural Control Committee.

1. An Architectural Control Committee is hereby established and is composed of the Board of Directors of the Association or, at the discretion of the Board of Directors, by an Architectural Committee composed of three representatives appointed by the Board of Directors. No person acting in such capacity shall be entitled to compensation for services performed pursuant to this provision. The duties of the Board of Directors or the representatives making up the Architectural Committee are as provided in Article IV and is additionally provided in this Declaration.

2. The approval or disapproval of any request or submission as required by any provisions of this Declaration shall be required in writing. In the event said Board of Directors or its designated Architectural Control Committee fails to approve or disapprove a submitted written request and plan within 60 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required.

## Easements

1. Reciprocal Easements. The Declarant hereby reserves for itself, its successors and assigns, a right of way and easement for the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and other utility lines and incidental equipment thereon, over, under and across that portion of any site or building site situated between any residence and the street adjacent thereto. Perpetual reciprocal easements for the continuance and maintenance of said aforementioned utility lines shall exist by and for the benefit and burden of all of the owners or residences situate within the properties.

2. If any utility line referred in this Article is destroyed or damaged, the Association shall cause the same to be restored forthwith; subject, however, to the right of any owner to damages from another owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision in this Declaration, an owner who by his negligence or willful act causes damages to such utility line or lines shall bear the cost of restoration thereof, and any other damages allowed by law. The right of any owner or the Association to contribution or damages from any other owner shall be appurtenant to the land and shall pass to such owners successor in title.

3. Declarant reserves for itself, the purchasers of the existing property and the purchasers of the additional property the use of the easements set forth in this Article VI, which are intended to and shall be for the benefit of all owners of the sites which are a part of the properties, and no reference thereto need be made in a Deed, instrument, reference being made to provisions of Article VIII of this Declaration.

## ARTICLE VII.

### Party Wall

1. Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on lots, which reciprocal easements shall be for mutual support and shall be governed by this Declaration and more particularly the succeeding Sections of this Article. Every Deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

2. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner benefitted by said wall shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Association, acting through its Board of Directors shall arbitrate such dispute. Three directors appointed by the President, none of whom shall be a party to the dispute, shall act as a Board of Arbitration and the decision shall be a majority vote of the Board of Arbitration after an arbitration proceeding. No legal action with

respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within sixty (60) days after notice by one party to the other party that a dispute exists.

#### ARTICLE VIII.

##### Description and Reservation

Every Contract of Sale, Deed, Lease, Mortgage, Trust Deed, Will or other instrument may legally describe a building site or real property interest by the Lot number (as shown on the plat) and by reference to the plat filed for record such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise effect not the site and the real property interest, but all appurtenant rights, benefits and burdens thereto as created by the provisions of this Declaration, and each such description shall be so construed. This provision shall apply to the properties as such term (the properties) is defined in this Declaration.

#### ARTICLE IX.

##### Insurance

1. The Association shall, on behalf of all the owners
  - a. Keep all buildings (including all of the Townhouse units and all fixtures therein, but not including furniture, furnishings or other personal property supplied or installed by Townhouse unit owners) insured against loss or damage by with extended coverage (including insurance against loss or damage by vandalism or malicious mischief), in approximately the amount of the maximum replacement value thereof, determined in accordance with subparagraph IX(3) herein;
  - b. Provide and keep in force, for the protection of the Association, its officers and directors, and all the owners or first lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the general common elements, in limits of not less than \$1,000,000 for bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, an if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried;
  - c. Carry insurance in such amounts as the Association may consider necessary or advisable against such other insurance hazards as may from time to time be commonly insured against the case of similar property locations elsewhere.
  - d. Carry directors and officers liability insurance in such amounts as the Association may consider necessary or advisable.
2. All insurance required to be carried under this paragraph shall be carried in favor of the Association, the owners and all first lienors, as their respective interest shall appear. Each policy of insurance shall contain a standard mortgagee clause in favor of each first lienor of a townhouse unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All policies of insurance against damage to any building and fixtures shall provide that losses shall be payable to and adjusted with the Association attorney-in-fact for the owners. The Association shall apply the proceeds of such insurance as set forth in this Declaration. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without having first given 30 days prior written notice thereof to the Association, the owners and all first lienors. Each insurance policy shall also provide that in case of violation of any provision thereof by one or more (but less than all) of the owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the owner or owners committing the violation and not as to the interest of any other owner. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all first lienors at least ten days prior to expiration of the then current policies.
3. The maximum replacement value of the buildings (which shall indicate the maximum replacement value for each townhouse unit contained therein), without deduction for depreciation, shall be determined by the Association prior to obtaining any policy of fire insurance or any renewal thereof by means of one or more written appraisals made by

competent, disinterested appraisers; however, appraisals need not be obtained more frequently than at one-year intervals. Copies of such appraisals shall be furnished to each owner and each first lienor of a townhouse unit.

4. Each owner shall be responsible for all insurance covering loss or damage to personal property in his townhouse unit and liability for injury, death or damage occurring inside his townhouse unit. Any such policy shall contain waivers of subrogation and shall be written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

#### ARTICLE X.

##### Membership and Voting Rights

1. Every Owner as defined in Article I, section 7, under this Declaration shall be a Member of the Association. No Owner shall have more than one membership, unless such Owner shall own more than one (1) site. Membership shall be appurtenant to and may not be separated from ownership of any site which is subject to assessment by the Association. Ownership of such site shall be the sole qualification for membership.

#### ARTICLE XI.

##### Administration and Management of the Association

1. Administration and Management. The administration and management of the properties shall be governed by the Ptarmigan Townhouse Association, a Utah Corporation, not for profit.

#### ARTICLE XII.

##### Property Rights

1. Easement of Use and Enjoyment. Every owner shall have a perpetual, non-exclusive right, an easement in common with all of the other owners of the use and enjoyment in and to the common properties, and such easement shall appurtenant to and shall pass to such owner's successors in title, subject to the following provisions: *Each owner shall have an equal 1/20th undivided interest in the common areas.*

- a. The right of the Association to limit the number of tenants or guest of owners;
- b. The right of the Association, as provided in its By-Laws, to suspend the rights of any owner to the use and enjoyment thereof for any period during which any assessment remains unpaid, and further, for a period of not to exceed 30 days for any infraction of its published rules and regulations; and
- c. The right of any owner to delegate such right and use and enjoyment to the members of his family, guests, tenant, or contract purchasers who reside on the property.

2. Title to Common Properties. Declarant hereby conveys for itself, its successors and assigns that it will convey all submitted common properties to the Association, free and clear of all liens and encumbrances. The Declarant shall convey the submitted common properties to the Association on or before completion of the Ptarmigan development.

#### ARTICLE XIII.

##### Rental or Lease of Properties

1. The Board of Directors of the Association shall, from time to time, designate an exclusive rental agent for all of the properties. The Board of Directors shall approve minimum rental rates and the rental agreement, and establish conditions of tenancies.

2. Any member renting his property through a rental agent must use the agent approved by the board. Each owner shall pay said designated rental agent for service performed at the rate stated in the rental agreement. The rental agent shall be subject to enforce the conditions of tenancies established by the board.

3. The rental agent shall be one properly licensed and shall comply with all applicable laws of the United States of America and State of Utah. The rental agent shall furnish on demand to the Association copies of all leases and rental agreements entered into during the previous twelve month period.

4. In the event of any dispute arising concerning the rental or leasing of properties, the Association acting through its Board of Directors shall arbitrate any dispute between an Owner and Rental Agent. Three Directors appointed by the President, none of whom shall be a party to the dispute, shall act as a Board of Arbitration, and the decision shall be by a majority vote of the Board of Arbitration after an arbitration proceeding. No legal action with respect to a rental dispute between an Owner and the designated rental agent shall be commenced or maintained unless and until the provisions of the arbitration have been met. The appointment of arbitrators hereunder shall be made within sixty (60) days after notice be either an owner or the designated rental agent that a dispute exists.

5. The Board of Directors of the Association shall have the right to establish and enforce reasonable rules and regulations to be observed by all guests, invitees and tenants.

6. Any member may rent his unit directly, but shall be subject to enforce the same conditions of tenancies and shall enforce the rules and regulations upon all guests, invitees and tenants.

#### ARTICLE XIV.

##### Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each site owned by it within the properties, hereby covenants and each owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed so covenant and agree to pay to the Association annual assessments or charges. The annual assessment, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

2. Purpose of Assessments.

a. Common Properties. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and easement areas, including, but not limited to the payment of taxes and insurance thereon, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

b. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each site which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through willful or negligent act of any Owner, his family, guests, tenant or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such site is subject.

3. Basis and Payment of Assessments.

a. The annual assessment with respect to each real property interest within the properties shall be estimated by the Board of Directors prior to the beginning of each year or fiscal year, and the assessment shall be payable in advance in equal monthly installments. The assessments made shall be based upon the estimated cash requirements deemed to be such aggregate sum as is determined to be paid by all of the owners in order to provide for payment of all estimated expenses consistent with the purposes set forth in this Declaration including any deficit and shall be due and payable in equal quarterly installments.

b. The Board of Directors shall determine from time to time during the course of an ensuing year whether a deficit or surplus exists or will result based upon its current estimate and shall make appropriate revision thereof. A deficit shall be borne by all owners and shall be reflected in the next quarterly installment to be paid by all of the owners.

c. Written notice of quarterly installments and the amount thereof shall be sent to all owners during the last month of each quarter and such installments shall be due and payable on or before the tenth (10th) day of the next quarter. The Board of Directors is empowered to

assess a flat charge of not more than ten (10%) percent of the amount of each delinquent installment.

4. All assessments shall be fixed at a uniform rate for all sites.

5. The annual assessment (or revised assessment, including any deficit) and other separated charges provided in this Declaration (for brevity hereinafter referred to as "assessment") shall be a charge on the entire real property interest of each owner and shall be a continuing lien upon such real property interest against which each assessment is made, and encumbrances, except only for (i) tax and special assessment liens, on the real property interest in favor of Summit County, Utah, or any assessing unit, and (ii) except as provided in Paragraph 8 below.

Upon the failure of an owner to pay one or more quarterly installments of the annual assessment, the Board of Directors of the Association shall prepare a written Notice of Lien setting forth the amount of such unpaid indebtedness, the name of the owner and a description of his real property interest. Such Notice shall be signed by one member of the Board of Directors or an officer of the Association, and shall be recorded in the Office of the Clerk and Recorder of Summit County, Utah. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may thereafter be enforced by the foreclosure of the defaulting owner's real property interest by the Association in like manner as a mortgage on real property subsequent to the recording of the Notice of Lien. In any such Notice of Lien proceedings the owner shall be required to pay the Association's costs, expenses and attorney's fees incurred for filing the lien, and in the event that foreclosure proceeding is subsequently brought, the Association's additional costs, expenses and the amount incurred for reasonable attorney's fees shall be paid for by the owner. The owner of the real property interest being foreclosed shall be required to pay to the Association the subsequently accrued and accruing monthly installments (assessments) during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the real property interest at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same.

In addition to the lien or charge hereinabove created, the Association shall have the authority to, and the Owner(s) hereby consent to have any money held for them by the Rental Agent paid to the Association to the extent necessary to pay any then delinquent assessment.

Any encumbrancer holding a lien on a real property interest may pay, but shall not be required to pay any unpaid assessments payable with respect thereto, and upon such payment such encumbrancer shall have a lien on such real property interest for the amounts paid of the same rank as the lien of his encumbrance.

Upon request of a mortgagee, the Association shall report to the mortgagee of a real property interest any unpaid assessment installment remaining unpaid for longer than twenty-five (25) days after the same due, and shall not be liable for any such disclosure or error therein.

6. Owner's Personal Obligation for Payment of Assessment. The amount of the assessment shall be the personal and individual debt of the owner thereof. No owner may exempt himself from the liability for the assessment by waiver of the use or enjoyment of the common properties or by abandonment of his real property interest. In the event of default in the payment of an assessment installment, the owner shall be obligated to pay the Association interest at the rate of twelve percent (12%) per annum of the amount of the installment from due date thereof, together with all costs and expenses, including attorney's fees incurred, together with such late charges as is provided by the By-Laws of the Association. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

7. Assessment Certificate. The Association shall, upon request of any owner, mortgagee or contract purchaser, issue its certificate executed by an officer or agent of the Association certifying whether or not assessment installments with respect to any site or real property interest have been paid or if they are in arrears, or, if in arrears, the total amount owing as of the date of the certificate. The Association shall be entitled to collect a fee to be set annually by the board for the issuance of any such certificate. Such certificate shall be conclusive evidence thereof in favor of any third person relying therein in good faith, and the Association shall not be held liable for such disclosure not error therein.

8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien on any mortgage or mortgages. Sale or transfer of any site shall not affect the assessment lien. However, the sale or transfer of any site as a result of



court foreclosure of a mortgage, foreclosure through Public Trustee, or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall relieve such site from liability for any assessments thereafter becoming due or form the lien thereof.

9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- a. all Properties dedicated to and accepted by a public authority;
- b. The Common Area.

#### ARTICLE XV.

##### General Conditions, Stipulations and Protective Covenants

The following general conditions, stipulations and protective covenants are hereby imposed upon all sites:

1. All sites shall be subject to the restrictions set forth in instruments recorded \_\_\_\_\_, 1990 under Reception No. \_\_\_\_\_, Summit County records:
2. Except for the business of the Declarant in connection with the development of the properties, no trade, business or activity shall be conducted, carried on or practiced on any site or in a residence constructed thereon, and the owner of said site shall not suffer or permit any residence erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said site or the other sites.
3. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. No part of the Declaration may be amended in such a manner that it will adversely affect the existing rights of any Owner or mortgagee, with particular respect but not limited to party walls, unpaid assessments or the lien of any mortgage.
4. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
5. Enforcement of these covenants, restrictions and other provisions shall be by the Association or by an owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. The omission or failure of the Association or any owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a swiver of the right to so thereafter.
6. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or work, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, that the application of any such provision, paragraph, sentence, clause, phrase or work in any other circumstances shall not be affected thereby.

SIGNED at Coalville, Utah on October 29, 1990.

PARK CITY INVESTMENTS, Ltd. #1  
a Utah Partnership.

By *Michael E. Dawson*  
MICHAEL E. DAWSON  
GENERAL PARTNER

STATE OF UTAH )  
: ss.  
County of Summit )

On this 29th day of October, 1990, personally appeared before me MICHAEL E. DAWSON, to be duly sworn and say for himself that he is the general partner of the partnership firm known as Park City Investment, Ltd., a Utah Partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that the partnership executed the same for the purposes and consideration therein expressed.

*Carla Dee Stokes* Comm. Exp. 12-31-92  
NOTARY PUBLIC, residing at 123-92  
Coalville, Utah the North Main  
Coalville, UT  
My commission expires 12/31/92  
STATE OF UTAH

ARTICLES OF INCORPORATION

OF

PTARMIGAN TOWNHOUSE ASSOCIATION

The undersigned incorporator, a natural person over the age of twenty-one years, in order to form a nonprofit corporation pursuant to the provisions of the Utah Nonprofit Corporation Act, acknowledge his intent to form such a corporate entity under and by virtue of said statute.

ARTICLE I.

The name of the corporation is: **PTARMIGAN TOWNHOUSE ASSOCIATION**, Utah Corporation not for profit.

ARTICLE II.

The period of duration of the corporation shall be perpetual.

ARTICLE III.

The purpose of the corporation shall be to hold title to and manage real and personal property on a nonprofit basis for the owners of interests in the real property and improvements thereon situate in the County of Summit, State of Utah, and legally described as:

BEGINNING at a point which is North 89 15'54" East 3540.57 feet along the section line from the Southwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 3 10'00" West 1.27 feet to a point on a 188.45 foot radius curve to the left (radius bears South 86 50'00" West); thence along said curve Northwesterly, 183.64 feet; thence North 59 00'00" West, 55.80 feet to a point on a 155.00 foot radius curve to the right (radius point bears North 31 00'00" East); thence along said curve Northwesterly, 169.91 feet; thence North 152.72 feet; thence East 84.42; thence North 59 0'00" East, 42.18 feet; thence South 72 18'16" East, 43.05 feet; thence North 65 00'00" East, 141.41 feet; thence South 3 10'00" East, 543.23 feet; thence South 89 15'54" West 100.73 feet to the point of BEGINNING.

To this end the corporation shall have full power and authority to do all things necessary with respect to the management of said real and personal property and in the enforcement of the terms of the Declaration for the Plat of the Resubdivision of that property stated above, to be recorded in Summit County, Utah. It shall also have such other general powers as are specified in the Utah Nonprofit Corporation Act.

ARTICLE IV.

The corporation herein organized is not for profit and all of the officers and directors thereof shall serve without compensation. No dividend shall be paid and no part of the income or profit of this corporation shall be distributable to its members, directors or officers. Distributions to its members shall be made only upon dissolution or final liquidation in accordance with the provisions of the Utah Nonprofit Corporation Act.

ARTICLE V.

The initial registered office of the corporation shall be 1910 Prospector Ave., P.O. Box 3269, Park City, Utah 84060, and the initial registered agent at this address shall be: Michael E. Dawson, with a copy going to David Johnson, Attorney, 544 Park Ave., P.O. Box 3598, Park City, Utah, 84060.

ARTICLE VI.

The number of directors of the corporation shall be not less than three (3) nor more than seven (7) in number and shall be selected at the annual meeting of the members of the corporation. The by-laws may provide for staggered terms for the Board of Directors and for the length of the terms of the members thereof. The Board of Directors may fill any vacancy occasioned by death or resignation of a director. A majority of the Board of Directors shall constitute a quorum at any Board meeting. The Board of Directors shall adopt appropriate By-Laws not inconsistent with the Declaration of the Plat of the Resubdivision, referred to in Article III of these Articles, which By-Laws may be amended from time to time at a meeting of the Board of Directors held for that purpose. The number of Directors constituting the initial Board of Directors of the corporation is three (3) and the names and addresses of the persons who are to serve as the initial Directors are:

Michael E. Dawson

P.O. Box 3269  
Park City, Utah  
84060

Robert J. Wolff

P.O. Box 680490  
Park City, Utah  
84068-0490

Norran Doniger

10397 Camelback Lane  
Boca Raton, Florida  
33498

ARTICLE VII.

The name and address of the incorporator of this corporation is:

Michael E. Dawson  
P.O. Box 3269  
Park City, Utah 84060

ARTICLE VIII.

Every person or entity who is the record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

performance of an obligation. No owner shall have more than one membership. Membership shall appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

#### ARTICLE IX.

The Association shall have two (2) classes of voting membership:

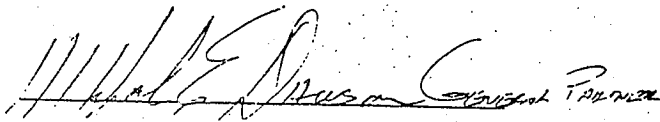
CLASS A. Class A members shall be all of those owners as defined in Article VII of these Articles, with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold an interest required for membership by Article VIII hereof. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant(as defined in the Declaration of Covenants, Conditions and Restrictions). The Class B member(s) shall be entitled to four (4) votes for each lot in which it holds the interest required for membership by Article VIII of these Articles, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events; whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On December 31, 1993.

Signed at Park City, Utah, on Aug 15, 1990.



Michael E. Dawson

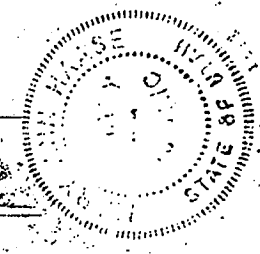
STATE OF UTAH )  
COUNTY OF SUMMIT )SS  
CITY OF PARK CITY )

The foregoing Articles of Incorporation of Ptarmigan Townhouse Association were acknowledged before me by Michael E. Dawson, as incorporator on Aug. 15, 1990.

Witness my hand and official seal.

My commission expires March 1, 1994

Mary Ann Hoate  
Notary Public



BY-LAWS

OF

PTARMIGAN TOWNHOUSE ASSOCIATION

ARTICLE I.

Offices

Section 1. Principal Offices. The principal offices of the corporation shall be in the State of Utah.

Section 2. Other Offices. The corporation may establish such other office or offices at such other places as the Board of Directors may from time to time designate.

ARTICLE II.

Eligibility for and Classification of Membership.

Section 1. Eligibility for Membership. Membership in the corporation, except for first Board of Directors, shall be limited to record owners of lots in Plat of legal description, attached hereto as Exhibit "A", Summit County, Utah, and subject to the Declaration recorded \_\_\_\_\_, 1990, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Summit County records. (hereinafter referred to as the Declaration.) Membership in the corporation shall be automatically conferred upon the record owner or owners of any lot subject to the Declaration. The record owners of all lots collectively shall constitute all the members. A person who, for any reason, ceases to be a record owner of a lot shall automatically cease to be a member.

ARTICLE III.

Section 1. Annual Meeting. The annual meeting shall be held during the month of July with the Board of Directors selecting the date at least 60 days prior to the meeting. The members shall fill the vacant terms on the Board of Directors and shall also transact such other business of the corporation as may properly come before them.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes other than those regulated by statute may be called by the President as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members. Such a petition shall state the purpose or purposes of such proposed meeting. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 3. Notice of Special Meeting. The President or Secretary shall give or cause to be given notice of the time, place and purpose of holding each special meeting by mailing or hand delivering such notice at least five (5) days prior to such meeting to each member at the respective addresses of said members as they appear on the records of the corporation.

Section 4. Quorum. The presence, either in person or by proxy of at least fifty-one percent (51%) of the members of record shall constitute a quorum of the members.

Section 5. Voting Rights. Each member present in person or by proxy shall be entitled to one vote with respect to each lot in which they hold an interest. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as all interest holders in the lot among themselves determine. Multiple interest holders in a lot who are all Class A members shall designate to the corporation who is authorized to cast the vote with respect to the lot. If such owners cannot agree, then such lot shall not be entitled to cast a vote. In no event shall more than one vote be cast with respect to any lot.

Section 6. Adjournment of Meetings. If the number of members necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place of meeting, the Chairman of the meeting, or a majority in interest of the members present in person or by proxy, may adjourn the meeting from time to time without notice other than an announcement at the meeting until the necessary number of members shall be in attendance. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

Section 7. Proxies. A member may appoint as his or her proxy only his or her spouse, any joint owner of his lot, any other member, or a beneficiary under the first Deed of Trust encumbering his lot. Any proxy must be filed with the Secretary before the appointed time of each meeting or upon the calling of the meeting to order.

Section 8. Waiver of Notice. Any member may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a member in person at any meeting of the members shall be deemed such a waiver.

#### ARTICLE IV.

##### Directors

Section 1. Number and Qualification. The business, property and affairs of the corporation shall be managed, controlled and conducted by a Board of Directors consisting of seven (7) members of the Association.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation, and may do all such acts and things as are now by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include, but not be limited to, all of the rights and duties of the Board of Directors as set forth elsewhere in these By-Laws and Articles of Incorporation, and in the Declaration applicable to "the property" described in the Declaration and in Article II above, and shall also include the power to promulgate such rules and regulations pertaining to the use of the common elements and property as may be deemed proper and which are consistent with the foregoing. The Board of Directors may delegate such duties as appear in the best interests of the corporation and to the extent permitted by law.

Section 3. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall be for a three (3) year period. Three (3) directors shall be elected one year, two (2) directors the following year, and two (2) the next year. Directors shall be elected by the members at each regular annual meeting. The number of directors may be altered from time to time by the action of a majority of the members at the annual meeting or a special meeting called for such a purpose.

Section 4. Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining Directors even though they may consist of less than a quorum and each person so elected shall be a Director until his successor is elected by the members at the next annual meeting, and shall serve for the remaining portion of the vacant term.

Section 5. Removal of Directors. At any regular or special meeting of the members, any one or more of the Directors may be removed with or without cause at any time by the affirmative vote of fifty-one percent (51%) of the entire membership of record and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously made by the Board of Directors before the services are undertaken.

Section 7. Organization Meeting. The first meeting of a non elected Board of Directors shall be held within twenty (20) days of election at such time and place as shall be fixed at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for the meeting.



Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as per above provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least fifty percent (50%) of the Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 12. Adjournments. The Board of Directors may adjourn a meeting from day to day for such other time as may be prudent or necessary in the interests to the corporation, provided that no meeting may be adjourned for a period longer than thirty (30) days.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the corporation handling or responsible for corporation funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the corporation.

Section 14. Indemnification. Each Director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed upon him in connection with any claim, demand, action or proceedings, or in connection with any settlement thereof, to which he may be made a party, or in which he may become involved, be reason of his being or having been a Director or officer of the corporation, whether or not he is a Director or officer at the time such expenses or liabilities are incurred, except in cases where he shall be finally adjudged in such action or proceeding to be liable for misconduct in the performance of his duties as such Director or officer. The right of indemnification herein provided shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled and the right of indemnification herein provided shall inure to the benefit of the personal representatives of deceased Directors and officers. The corporation may procure and pay for insurance to protect its exposure to liability under this indemnification provision.

## ARTICLE V.

### Officers

Section 1. Designation. The principal officers of the corporation shall be a President, a Vice-President, a Secretary, a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, such other officers as in their judgement may be necessary.

Section 2. Election of Officers. The officers of the corporation shall be elected annually by the board of Directors at the organization meeting of each new Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all the general powers and duties which are normally vested in the office of the president of a corporation, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members; he shall have the custody of the seal of the corporation; he shall have charge of the membership books and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. No compensation shall be paid to officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

#### ARTICLE VI.

##### Powers, Rights and Duties of the Corporation and Members Thereof

The corporation and its members shall have all the powers, rights and duties and obligations set forth in the statutes of the State of Utah, the Articles of Incorporation for the corporation, these By-Laws, rules and regulations adopted pursuant thereto, and the Declaration of Covenants and Restrictions as any of the same may be duly adopted or amended.

The Board of Directors shall have the express authorization, right and power to enter into one or more management agreement with third parties in order to facilitate efficient operation of the real property described in Article II above. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of said real property, all improvements thereon and the exteriors of individually owned improvements in accordance with the Declaration of Covenants and Restrictions.

The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the corporation, and shall be subject to the Articles of Incorporation, these By-Laws and the Declaration affecting said property.

#### ARTICLE VII.

##### Corporate Seal

The Board of Directors shall provide a suitable corporate seal containing the name of the corporation, which seal shall be in the custody and control of the Secretary. The corporate seal shall be in circular form, shall have inscribed thereon the name of the corporation and the word "Utah" in the circle and the word "Seal" in the middle. If and when so directed by the Board of Directors, a duplicate seal may be kept and used by such officer or other person as the Board of Directors shall name.

#### ARTICLE VIII.

##### Miscellaneous

Section 1. Books and Accounts. Books and accounts of the corporation shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedure and prudence.

Section 2. Auditing. At closing of each fiscal year, the books and records of the corporation shall be audited. Based on such audit the corporation will have available for inspection by its members a statement of the income and disbursements of the corporation for each fiscal year.

Section 3. Inspection of Books. Financial reports, such as are required to be furnished, and the membership records of the corporation shall be available at the principal offices of the corporation for inspection at reasonable times by any member.

Section 4. Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, checks and contracts or other obligations shall be executed on behalf of the corporation by any two officers of the corporation, and all deeds of conveyance shall be executed by the President or Vice-President.

Section 5. Fiscal Year. The fiscal year of the corporation until further determination or change by the Board of Directors shall be from January 1st to December 31st of each year.

#### ARTICLE IX.

##### Amendment of the By-Laws

Section 1. Amendment by the Members. These By-Laws may be amended by the affirmative vote of three-fourths (3/4) of the members present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in Section 4, Article III herein, is present at any such meeting.

Amendments may be proposed by the Board of Directors or petition signed by at least fifty-one percent (51%) of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended as far as such amendment would be inconsistent with the Declaration.

Section 2. Amendment by the Directors. The Directors of the corporation by the affirmative vote of three-fourths (3/4) of all the Directors of the corporation, may amend or alter the By-Laws of the corporation at any regular meeting or at any special meeting, provided that no such alteration or amendment by the Board of Directors shall increase the powers of the Board of Directors. The statement of any proposed amendment shall accompany notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded Declaration of Covenants and Restrictions.

EXHIBIT A.

BEGINNING at a point which is North 89 15'54" East 3540.57 feet along the section line from the Southwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 3 10'00" West 1.27 feet to a point on a 188.45 foot radius curve to the left (radius bears South 86 50'00" West); thence along said curve Northwesterly, 183.64 feet; thence North 59 00'00" West, 55.80 feet to a point on a 165.00 foot radius curve to the right (radius point bears North 31 00'00" East); thence along said curve Northwesterly, 169.91 feet; thence North 152.72 feet; thence East 84.42; thence North 59 0'00" East, 42.18 feet; thence South 72 18'16" East, 43.05 feet; thence North 65 00'00" East, 141.41 feet; thence South 3 10'00" East, 543.23 feet; thence South 89 15'54" West 100.73 feet to the point of BEGINNING.

WHEN RECORDED RETURN TO:

AMENDMENT TO DECLARATION FOR  
PTARMIGAN TOWNHOUSES

A Planned Unit Development in Summit County, Utah

RECORDED  
9  
8  
ALAN SHERMAN  
SUMMIT COUNTY RECORDER  
92 DEC 10 PM 2:19  
*Alan Sherman*

370459

THIS AMENDMENT TO DECLARATION FOR PTARMIGAN TOWNHOUSES is made  
this 7th day of December, 1992 by the PTARMIGAN TOWNHOUSE  
ASSOCIATION, a non-profit corporation (hereinafter referred to as  
the "Association"):

WITNESSETH:

WHEREAS, on October 29, 1990, a document entitled "Declaration  
for Ptarmigan Townhouses" (hereinafter referred to as "The  
Declaration") was recorded as entry number 332059 in Book 584 at  
page 528 et. seq., in the Office of the Summit County Recorder; and

WHEREAS, by a majority vote of the Owners, it has been  
determined that it is desirable to make further amendments to the  
Declaration;

NOW THEREFORE, the undersigned, by and through its duly  
elected officers, does hereby amend the Declaration as follows:

1. A new ARTICLE XV is hereby inserted, which shall read as  
follows:

"ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B membership, the  
following actions will require the prior  
approval of the Federal Housing Administration  
or Veterans Administration: (i) annexation of  
additional properties; (ii) dedication of  
common areas; and, (iii) further amendment of  
The Declaration."

2. The old ARTICLE XV, entitled "General Conditions,  
Stipulations and Protective Covenants", is hereby renumbered as  
ARTICLE XVI.

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

THE PTARMIGAN TOWNHOUSE ASSOCIATION,  
A UTAH NON-PROFIT CORPORATION

By: Robert W. Wolf

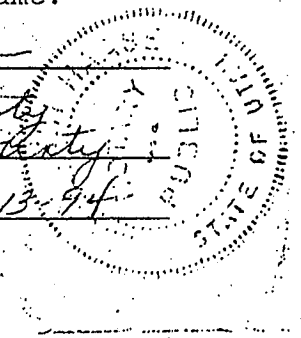
Its: President

STATE OF UTAH )  
 ) :ss.  
COUNTY OF SUMMIT )

On the 7th day of December, 1992,  
before me, the undersigned, a Notary Public in and for the said  
County and State, personally appeared Robert W. Wolf  
known to me to be the President of the  
Ptarmigan Townhouse Association, a Utah Non-Profit Corporation, who  
duly acknowledged to me that he executed the within instrument on  
behalf of said Association therein named, and

acknowledged to me that such Association executed the same.

Mary Ann Haase  
Notary Public  
Residing at: Park City Summit County  
My Commission Expires: 2-13-94



BOOK 698 PAGE 518