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Robert A. McConnell, Esq.  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111-1537

By Parr Brown Gee and Loveless  
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**FIRST SUPPLEMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
LIFT CONDOMINIUMS**

THIS FIRST SUPPLEMENT TO DECLARATION OF CONDOMINIUM FOR LIFT CONDOMINIUMS (this "**Supplement**") is entered into as of April 17, 2017 by One Canyons, LLC, a Delaware limited liability company (together with its successors and assigns, "**Declarant**"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

**RECITALS**

A. Whereas Declarant executed that certain Declaration of Condominium for Lift Condominiums (the "**Declaration**") and caused the same to be recorded in the office of the Summit County Recorder on April 17, 2017 as Entry No. 01067406 in Book 2405 at Page 654.

B. Whereas the Declaration subjects the following real property to the provisions of the Act:

A parcel of land located in the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is S89°59'45"E 705.06 feet and North 79.40 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the Westerly Boundary of an Easement (also known as High Mountain Road) recorded October 25, 2004, as

Entry No. 714878; and running thence S71°08'50"W 88.78 feet; thence S87°29'00"W 166.99 feet; thence N04°22'31"W 131.36 feet; thence N13°05'15"W 84.49 feet; thence N36°29'52"W 19.87 feet to the Easterly Boundary of The Vintage on the Strand Phase 1, recorded November 4, 2005, as Entry No. 757426; thence, along the Easterly Boundary of The Vintage on the Strand, N36°29'52"W 53.14 feet; thence N46°03'44"E 73.30 feet; thence N35°20'43"W 77.59 feet to the Easterly Boundary of The Vintage on the Strand Phase 1; thence, along said Vintage on the Strand, the following two (2) courses: (1) N03°58'49"E 0.06 feet, (2) N12°31'12"E 26.62 feet to the Westerly Boundary of said easement (also known as High Mountain Road); thence, along said Easement, the following six (6) courses: thence (1) S41°05'48"E 74.88 feet to a point on a curve to the left, having a radius of 175.00 feet; thence (2) Southeasterly along the arc of said curve 48.22 feet through a central angle of 15°47'16", thence (3) S56°53'05"E 171.60 feet to a point on a curve to the right, having a radius of 175.00 feet, of which the radius point bears S33°06'55"W, thence (4) along the arc of said curve 173.74 feet through a central angle of 56°52'59", thence (5) S00°00'06"E 27.91 feet to a point on a curve to the left, having a radius of 175.00 feet, of which the radius point bears N89°59'54"E, thence (6) along the arc of said curve 19.97 feet through a central angle 06°32'18" to the Point of Beginning.

Contains: 71,106 Square Feet or 1.63 Acres.

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the votes allocated to all Units consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Summit County, State of Utah.

D. Whereas the Declarant has not conveyed any of the Condominium Units in the Project and therefore owns one hundred percent (100%) of the Units and the votes in the Association allocated thereto, together with one hundred percent (100%) the undivided interest in the Project's Common Elements appurtenant to such Units.

E. Whereas the Declaration was inadvertently recorded without the Association's Bylaws being inserted behind the applicable Exhibit page for Exhibit B, and Declarant desires to amend and supplement the Declaration as stated herein for the sole purpose of attaching the Association's Bylaws to the Declaration.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Declarant hereby declares and agrees as follows:

1. **Insertion of Bylaws--Exhibit B.** Exhibit B, attached to and forming a part of the Declaration, is hereby replaced with Exhibit B attached to and forming a part of this Supplement for the sole purpose of attaching the Association's Bylaws to the Declaration, which Bylaws are

intended to be and shall be deemed to have been attached to the Declaration when such Declaration was originally recorded in the Office of the Summit County Recorder.

2. **Interpretation.** To the extent the terms of this Supplement modify or conflict with any provisions of the Declaration, the terms of this Supplement shall control. All other terms of the Declaration not modified by this Supplement shall remain the same and are hereby ratified and affirmed.

3. **Effective Date.** This Supplement will take effect when recorded in the official records of Summit County, Utah, but shall be deemed to relate back to the Original Recording Date as if the Bylaws had in fact been attached to the Declaration when originally recorded.

ENTERED INTO AND AGREED TO on the first date set forth above.

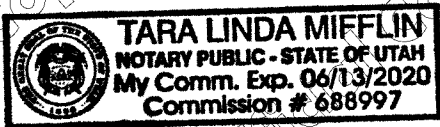
“DECLARANT”


ONE CANYONS, LLC, a  
Delaware limited liability company

By: 

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

On this 11<sup>th</sup> day of May, 2017, before me, personally appeared Gary Raymond, who acknowledged himself to be the President of One Canyons, LLC, a Delaware limited liability company, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



  
NOTARY PUBLIC  
Residing at: 1840 Sun Peak Dr. 84098

**EXHIBIT B**  
(Attached to and forming a part of the Declaration of Condominium  
For Lift Condominiums)

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**Bylaws**

A copy of the Bylaws of the  
Lift Condominiums Owners' Association  
follows this cover sheet.

**BYLAWS  
OF  
LIFT CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1  
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for Lift Condominiums, as the same may be amended from time to time, recorded in the Official Records of Summit County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2  
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 1840 Sun Peak Drive, Suite A201, PO BOX 680033, Park City, Utah 84068.

**ARTICLE 3  
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 5.01 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

**ARTICLE 4**  
**ADMINISTRATION**

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of November in each year, or at such other date designated by the Management Committee, beginning with the year 2018, for the purpose of appointing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote ten percent (10%) or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Association's principal offices or any place within Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Such consent shall have the same force and effect as a unanimous vote of the Owners.

**ARTICLE 5**  
**DECLARANT CONTROL**

Declarant shall be entitled to control the Association as set forth in Section 6.03 of the Declaration.

**ARTICLE 6**  
**MANAGEMENT COMMITTEE**

6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article 7 of the Declaration.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be appointed by the Owner that appointed such Director as set forth in Article 6 of the Declaration. A vacancy occurring on the Management Committee created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.05 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, 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 Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

**ARTICLE 7**  
**OFFICERS AND AGENTS**

7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who



shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

**7.02 Removal of Officers.**

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

**7.03 Vacancies.**

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

**7.04 President.**

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

**7.05 Vice Presidents.**

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

**7.06 Secretary.**

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Management Committee;

(d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**ARTICLE 8  
EVIDENCE OF OWNERSHIP, REGISTRATION OF  
MAILING ADDRESS, AND LIEN HOLDERS**

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 1840 Sun Peak Drive, Suite A201, PO BOX 680033, Park City, Utah 84068. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

**ARTICLE 9**  
**SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

**ARTICLE 10**  
**AMENDMENTS**

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any

Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 By Owners.

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

**ARTICLE 11**  
**MISCELLANEOUS**

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by reference.

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