

When Recorded, Mail to:

TCAP
1351 Moray Court
Park City, Utah 84068

00437750 Bk00909 Pg00287-00293

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 SEP 21 11:26 AM FEE \$112.00 BY DMG
REQUEST: TCAP

SECOND SUPPLEMENTAL AND AMMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINEBROOK COTTAGES
SUMMIT COUNTY, UTAH

Whereas on MAY 2nd 1995 the Declarant, TCAP, LC, a Utah limited liability company, recorded the Record of Survey Map and Declaration of Condominium to establish the Pinebrook Cottages, a Utah expandable condominium. The Record of Survey Map is recorded as entry Number 00429090, and the Declaration is in Book 00881 beginning at Page 00121 of the official records of the Summit County Recorder; and

Whereas on July 10th 1995 the Declarant, TCAP, LC, a Utah limited liability company, recorded the First Ammended Declaration of Condominium for The Pinebrook Cottages, a Utah expandable condominium, recorded as entry Number 00433075, in Book 00893 beginning at Page 00722 of the official records of the Summit County Recorder; and

Whereas on AUGUST 22nd 1995 the Declarant, TCAP, LC, a Utah limited liability company, recorded the Record of Survey Map for Phase II and Supplemental Declaration of Condominium to to add additional land, common areas, and units to the condominium for the Pinebrook Cottages, a Utah expandable condominium. The Record of Survey Map for Phase II is recorded as entry Number 00435879, and the Declaration is in Book 00903 beginning at Page 00044 of the official records of the Summit County Recorder; and

Whereas in conjunction with these Declarations the Declarant reserved the right to expand the condominium as provided by law, and to add additional land, common areas, and units to the condominium, described in Declaration, and

Whereas in conjunction with these Declarations the Declarant reserved the right to ammend the Declaration of Condominium as provided by law;

Whereas Declarant desires to bring a portion of the Expandable Land under these Declarations as part of the Pinebrook Cottages Condominium, and

Whereas Declarant desires to ammend a portion of the Declaration of Condominium for the Pinebrook Cottages Condominium;

NOW THEREFORE, Declarant, TCAP, LC, a Utah limited liability company, and owner of the land described below, makes the following Supplemental and Ammended Declaration of Condominium:

1. Property. The property affected by this Supplemental Declaration is a portion of that land described as the "Expandable Land" in Exhibit C of the Original Declaration of the Pinebrook Cottages Condominium, and is described as follows:

See attached Exhibit A

The Additional Property described on Exhibit A is referred to below as the "Phase III Units."

2. Prior Declaration. The Phase III Units shall be, and are from the date of recording this Supplemental Declaration forward, subject to and benefitted by the covenants, conditions, and restrictions contained in all prior Declarations of Condominium for the Pinebrook Cottages as cited above. ("Prior Declarations")

3. Reciprocity Among Phases. As among the phases of the Pinebrook Cottages, the Declarant intends to create a uniform set of covenants, conditions, and restrictions as set forth in the Prior Declarations, and the owners of Units in either phase shall be equally, mutually, and reciprocally subject to, and benefited by the covenants, without regard to which phase the particular Unit in question is located. Units in each phase are subject to assessment as provided in the Prior Declarations.

4. Supplemental Record of Survey Map. As provided by law, Declarant has filed for record the Second Supplemental Record of Survey Map for the project, creating new Units, Common Areas, and Limited Common Areas, all as designated on the Map.

5. Common Area Interest. The undivided Common Area Interest appurtenant to each Unit is revised by the addition of the Phase III Units and creation of new Common Areas. The resulting modification of undivided Common Area Interest is shown on Exhibit B, which also states the revised voting rights appurtenant to each Unit.

6. Ammend Article VIII to add the following as Section 4.

Limitations in Actions of Homeowners Association

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Except as provided by statute, in case of condemnation or substantial loss to units and/or common elements of the condominium project unless at least 2/3 of the first mortgagee (based on one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condo units have given their prior written approval, the homeowners association may not:

- By act or omission seek to abandon or terminate the condominium project;
- Change the pro rata interest or obligations of any condominium unit in order to levy assessments or charges, allocated distribution of hazard insurance proceeds or condemnation award or determine the pro rata share of ownership of each condominium unit in the common elements (In the case of a condominium project subject to additions or expansions, in which sections or phases are established by the condominium constituent documents, this requirement will be deemed waived to the extent necessary to allow the phasing or add-ons in accordance with the condominium constituent documents).
- Partition or subdivide any condominium unit;
- Seek to abandon, partition, subdivide, encumber, sell or transfer the common elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project is not a transfer within the meaning of this clause (In the case of a condominium project subject to additions, or expansions, in which the sections or phases are established by the condominium constituent documents, this requirement will be deemed waived to the extent necessary to allow the phasing or add-ons in accordance with the condominium constituent documents).

7. Amend Article VIII to add the following as Section 5.

First mortgagee's rights confirmed

No provisions of the condominium constituent documents gives a condominium unit owner or any other party priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

8. Amend Article VIII to add the following as Section 6.

Notification of default

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A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default performance by an individual unit borrower or any obligation under the condominium constituent documents not cured within 60 days.

9. Prior Declarations Not Altered. Except as expressly provided in this Supplemental and Amended Declaration, no amendment, alternation, or waiver of any provision of the Prior Declarations is made or intended and the Prior Declarations shall remain in full force and effect.

10. Further Expansion. Declarant expressly reserves the rights to expand the project as described in the Prior Declarations without the consent of the Owners.

Executed on the _____ day of _____, 1995.

TCAP, LC,
a Utah limited liability company

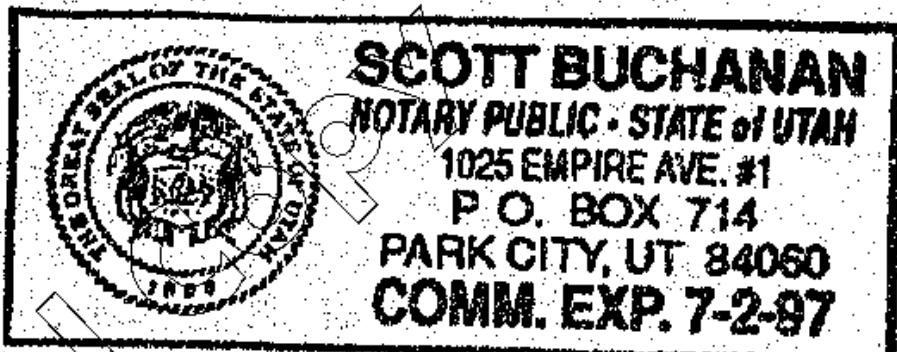
By: James A. Doilney
James A. Doilney, its managing member

By: Michael Watts
Michael Watts, its managing member

By: Kenneth B. Shoulders
Kenneth B. Shoulders, its managing member

State of Utah
County of Summit

On the 15TH day of SEPTEMBER, 1995, James A. Doilney, Michael Watts, and Kenneth B. Shoulders, appeared before me and each acknowledged they are the managing members of TCAP, LC, a Utah limited liability company which is the Declarant in the above instrument, and each executed the same behalf of the company with proper authority.



Scott Buchanan
Notary Public

Residing at: PARK CITY, UT

Commission Expires: 7/2/97

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BOUNDARY DESCRIPTION
PHASE 3, PARCEL C

Beginning at a point South 1236.45 feet along the Section line and East 389.28 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South $08^{\circ}58'35''$ West 205.19 feet; thence North $77^{\circ}28'34''$ West 410.53 feet to a point on a 140.00 foot radius curve to the left, whose radius point bears South $12^{\circ}31'26''$ West; thence along the arc of said curve 88.77 feet thru a central angle of $36^{\circ}19'43''$; thence South $66^{\circ}11'43''$ West 6.80 feet to a point on a 1235.00 foot radius curve to the left, whose radius point bears South $55^{\circ}03'58''$ West; thence along the arc of said curve 20.87 feet thru a central angle of $00^{\circ}58'06''$; thence North $35^{\circ}54'07''$ West 161.64 feet; thence South $77^{\circ}28'34''$ East 454.18 feet; thence North $68^{\circ}15'14''$ East 203.88 feet to the point of beginning. Description contains 1.47 acres.

BOUNDARY DESCRIPTION
PHASE 3, PARCEL D

Beginning at a point South 1532.77 feet along the Section line and West 35.99 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North $27^{\circ}03'42''$ West 29.20 feet to a point on a 1235.00 foot radius curve to the left, whose radius point bears South $62^{\circ}56'18''$ West; thence along the arc of said curve 108.72 feet thru a central angle of $05^{\circ}02'39''$ to a point on a 80.00 foot radius curve to the right, whose radius point bears South $21^{\circ}18'37''$ East; thence along the arc of said curve 47.24 feet thru a central angle of $33^{\circ}50'03''$; thence South $77^{\circ}28'34''$ East 373.24 feet; thence South $12^{\circ}31'26''$ West 113.09 feet; thence South $79^{\circ}59'23''$ West 104.22 feet; thence North $09^{\circ}52'51''$ West 11.00 feet; thence North $34^{\circ}51'54''$ West 80.69 feet; thence North $78^{\circ}35'07''$ West 52.27 feet; thence North $36^{\circ}22'08''$ West 30.35 feet; thence North $82^{\circ}09'30''$ West 44.72 feet; thence South $51^{\circ}54'56''$ West 20.48 feet; thence South $62^{\circ}56'18''$ West 43.81 feet to the point of beginning. Description contains 0.92 acres.

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EXHIBIT "B" page

Unit #	Building Type	Square Feet *	Common Area Ownership %	Votes
1	Whitepine	1,980	1.36%	1.2
2	Whitepine	1,980	1.36%	1.2
3	Cottonwood	1,380	0.95%	0.9
4	Cottonwood	1,380	0.95%	0.9
5	Whitepine	1,980	1.36%	1.2
6	Whitepine	1,980	1.36%	1.2
7	Millcreek	1,650	1.13%	1.0
8	Millcreek	1,650	1.13%	1.0
9	Cottonwood	1,380	0.95%	0.9
10	Cottonwood	1,380	0.95%	0.9
11	Whitepine	1,980	1.36%	1.2
12	Whitepine	1,980	1.36%	1.2
13	Whitepine	1,980	1.36%	1.2
14	Whitepine	1,980	1.36%	1.2
15	Cottonwood	1,380	0.95%	0.9
16	Cottonwood	1,380	0.95%	0.9
17	Whitepine	1,980	1.36%	1.2
18	Whitepine	1,980	1.36%	1.2
19	Cottonwood	1,380	0.95%	0.9
20	Cottonwood	1,380	0.95%	0.9
21	Millcreek	1,650	1.13%	1.0
22	Millcreek	1,650	1.13%	1.0
23	Cottonwood	1,380	0.95%	0.9
24	Cottonwood	1,380	0.95%	0.9
25	Millcreek	1,650	1.13%	1.0
26	Millcreek	1,650	1.13%	1.0
27	Cottonwood	1,380	0.95%	0.9
28	Cottonwood	1,380	0.95%	0.9
29	Whitepine	1,980	1.36%	1.2
30	Whitepine	1,980	1.36%	1.2
31	Cottonwood	1,380	0.95%	0.9
32	Cottonwood	1,380	0.95%	0.9
33	Millcreek	1,650	1.13%	1.0
34	Millcreek	1,650	1.13%	1.0
35	Cottonwood	1,380	0.95%	0.9
36	Cottonwood	1,380	0.95%	0.9
37	Cottonwood	1,380	0.95%	0.9
38	Cottonwood	1,380	0.95%	0.9
39	Whitepine	1,980	1.36%	1.2
40	Whitepine	1,980	1.36%	1.2
41	Millcreek	1,650	1.13%	1.0
42	Millcreek	1,650	1.13%	1.0
43	Cottonwood	1,380	0.95%	0.9
44	Cottonwood	1,380	0.95%	0.9
45	Millcreek	1,650	1.13%	1.0
46	Millcreek	1,650	1.13%	1.0
47	Cottonwood	1,380	0.95%	0.9
48	Cottonwood	1,380	0.95%	0.9

EXHIBIT "B" page

Unit #	Building Type	Square Feet *	Common Area Ownership %	Votes
49	Cottonwood	1,380	0.95%	0.9
50	Cottonwood	1,380	0.95%	0.9
51	Whitepine	1,980	1.36%	1.2
52	Whitepine	1,980	1.36%	1.2
53	Millcreek	1,650	1.13%	1.0
54	Millcreek	1,650	1.13%	1.0
55	Cottonwood	1,380	0.95%	0.9
56	Cottonwood	1,380	0.95%	0.9
57	Cottonwood	1,380	0.95%	0.9
58	Cottonwood	1,380	0.95%	0.9
59	Millcreek	1,650	1.13%	1.0
60	Millcreek	1,650	1.13%	1.0
61	Whitepine	1,980	1.36%	1.2
62	Whitepine	1,980	1.36%	1.2
63	Cottonwood	1,380	0.95%	0.9
64	Cottonwood	1,380	0.95%	0.9
65	Millcreek	1,650	1.13%	1.0
66	Millcreek	1,650	1.13%	1.0
67	Cottonwood	1,380	0.95%	0.9
68	Cottonwood	1,380	0.95%	0.9
69	Millcreek	1,650	1.13%	1.0
70	Millcreek	1,650	1.13%	1.0
71	Whitepine	1,980	1.36%	1.2
72	Whitepine	1,980	1.36%	1.2
73	Millcreek	1,650	1.13%	1.0
74	Millcreek	1,650	1.13%	1.0
75	Cottonwood	1,380	0.95%	0.9
76	Cottonwood	1,380	0.95%	0.9
77	Millcreek	1,650	1.13%	1.0
78	Millcreek	1,650	1.13%	1.0
79	Cottonwood	1,380	0.95%	0.9
80	Cottonwood	1,380	0.95%	0.9
81	Whitepine	1,980	1.36%	1.2
82	Whitepine	1,980	1.36%	1.2
83	Cottonwood	1,380	0.95%	0.9
84	Cottonwood	1,380	0.95%	0.9
85	Cottonwood	1,380	0.95%	0.9
86	Cottonwood	1,380	0.95%	0.9
87	Whitepine	1,980	1.36%	1.2
88	Whitepine	1,980	1.36%	1.2
89	Millcreek	1,650	1.13%	1.0
90	Millcreek	1,650	1.13%	1.0
			100.00%	90.0

* Square footages exclude garage, patio, crawl space, and basement space.