

First Amendment after #249206 Bl. 380 P. 251
 Re-recorded Amendment #249301 Bl. 380 P. 492
 Second Amendment after #249204 Bl. 380 P. 190
 Re-recorded Amendment #250955 Bl. 384 P. 155
 Third Amendment after #250676 Bl. 383 P. 761

Entry No.	205362		
REQUEST OF	Western States Title		
FEE	ALAN SPRINGS, SUMMIT CO. RECORDER		
\$	113.00	W. By	Anna J. Johnson
RECORDED	MAY 5 1983	at	2:01 PM

WHEN RECORDED, MAIL TO:
 Recorded at the request of and return
 to: Park City Municipal Corp.
 P. O. Box 1480, Park City, UT 84060

DECLARATION OF CONDOMINIUM
 FOR
 POWDER POINTE CONDOMINIUMS
 A UTAH CONDOMINIUM PROJECT

This Declaration of Condominium, hereinafter referred to as the "Declaration", is made and executed this 17th day of February, 1983, by SNOWCREST II PARTNERSHIP, a Utah general partnership, and Snowcrest III Partnership, a Utah general partnership (hereinafter collectively referred to as "Declarant").

RECITALS:

A. Description of Land. The Condominium Project that is the subject of this Declaration is situated in and upon the following described real property (hereinafter the "Parcel"), located in Summit County, State of Utah, more particularly described as follows:

Beginning at a point which is East 1300.954 Feet and North 373.766 Feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Base and Meridian and running thence South 55°09'22" West, 69.22 Feet; thence South 60°23'14" West, 120.897 feet to the Easterly right-of-way line of Empire Avenue, Park City, Utah; thence North 30°36'00" West, 71.910 feet along said right-of-way line to a point of curvature of a 475.000 foot radius curve to the right (radius point bears North 59°24'00" East); thence Northwesterly along the arc of said curve 60.588 feet (Delta=7°18'30") along said right-of-way; thence North 23°17'30" West, 55.902 feet along said right-of-way to a point of curvature of a 5,000 foot radius to the right (radius point bears North 66°42'30" East); thence Northeasterly along the arc of said curve 8.238 feet (Delta=94°23'39") to the Southerly right-of-way line of 15th Street to a point of curvature of a 352.666 foot radius curve to the left (radius point bears North 18°53'41" West); thence Northeasterly along the arc of said curve and right-of-way 16.856 feet (Delta=2°44'19"); thence North 68°22'00" East, 55.040 feet along said right-of-way to a point of curvature of a 283.553 foot radius curve to the right (radius point bears South 21°38'00" East); thence Northeasterly along the arc of said curve and right-of-way 93.016 feet (Delta=18°47'43") to a point of curvature of a 8.460 foot radius curve to the right (radius point bears South 2°50'17" East); thence Southeasterly along the arc of said curve 8.614 feet (Delta=58°20'17") to the

Westerly right-of-way line of Woodside Avenue; thence South 34°30' 00" East, 141.645 feet along said right-of-way line to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH any and all easements, right-of-ways and restrictions of record.

B. Condominium Building and Improvements. Certain buildings and other improvements thereto will be constructed in and upon the Parcel. All of such construction has been or will be completed in accordance with the plans and specifications set forth in the "Record of Survey Map for Powder Pointe Condominiums, a Utah condominium project", which will be recorded in the Office of the County Recorder for Summit County, State of Utah, concurrently herewith.

C. Association and Bylaws. The Powder Pointe Condominiums Owners Association, a Utah nonprofit corporation, has been or will be created by filing Articles of Incorporation therefor with the Utah Secretary of State. The said Association shall henceforth be the governing body of the Condominium Project which is the subject hereof, and it shall operate in accordance with the "Bylaws of Powder Pointe Condominiums Owners Association."

D. Title and Encumbrances. Title to the property underlying the Condominium Project is vested in Snowcrest II Partnership, a Utah general partnership, and Snowcrest III Partnership, a Utah general partnership. The Parcel is subject to certain Deeds of Trust evidenced by certain Notes in favor of Mountainwest Savings, Beneficiary, in the original principal amount of \$2,315,000. Mountainwest Savings has agreed to release Time Period Condominium Units in the Project from the lien of said Deeds of Trust upon payment to the holder of the Note of one hundred percent (100%) of the pro rata portion of the principal indebtedness as applied to each Time Period Condominium to be released so that fee simple title may be conveyed to the Time Period Owners. The Notes and Deeds of Trust in favor of Mountainwest Savings are more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

E. Intent and Purpose. In accordance with the provisions of the Utah Condominium Ownership Act, the Declarant desires and intends by recording this Declaration and the Bylaws to impose upon the real property constituting the Project mutually beneficial restrictions under a general plan of improvement and operation for the benefit of the Condominiums within the Project and the Owners thereof.

THEREFORE, in accordance with the provisions of the Utah Condominium Ownership Act, Declarant, as Owner of the Project, hereby provides as follows:

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ARTICLE I

DEFINITIONS

1.01 Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article I.

1.02 "Assessments" shall have the meaning ascribed to it in Article X herein.

1.03 "Association" shall mean Powder Pointe Condominiums Owners Association, a Utah nonprofit corporation.

1.04 "Board of Trustees" or "Board" shall mean the governing board of the Association, appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

1.05 "Bylaws" shall mean the Bylaws of the Association, recorded in the Office of the County Recorder for Summit County, State of Utah.

1.06 "Committed to Maintenance" shall mean that a Condominium or Time Period Condominium shall be subject to the Furniture and Maintenance Assessments authorized in Section 10.05, in addition to the Regular Assessments, Special Assessments and Tax Assessments authorized in Sections 10.03, 10.04 and 10.06, respectively.

1.07 "Common Areas" shall mean all physical portions of the Project, except all Units.

1.08 "Common Expense" shall have the meaning ascribed to it in Section 10.03(a) herein.

1.09 "Common Expense Fund" shall have the meaning ascribed to it in Section 10.03(a) herein.

1.10 "Common Facilities" shall mean all furniture, furnishings, equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other real or personal property hereafter acquired in accordance with this Declaration with monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except as otherwise expressly provided in this Declaration.

1.11 "Condominium" or "Condominium Unit" shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit as set forth in Exhibit "A" hereto.

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1.12 "Condominium Act" shall mean the Utah Condominium Ownership Act and amendments thereto (Title 57, Chapter 8, Utah Code Annotated).

1.13 "Condominium Building" shall mean those certain two (2) buildings each known as Building A and Building B. Building A contains thirteen (13) Units on three (3) levels per building constructed or to be constructed on the Parcel. Building B contains eighteen (18) Units on three (3) levels per building constructed or to be constructed on the Parcel. The Condominium Buildings will, therefore, collectively contain a total of thirty-one (31) Units as shown on the Map.

1.14 "Condominium Project" shall mean the Condominium Building and all improvements to be constructed in and upon the Parcel as more particularly set forth in this Declaration and the Map.

1.15 "Declarant" shall mean Snowcrest II Partnership, a Utah general partnership, and Snowcrest III Partnership, a Utah general partnership.

1.16 "Declaration" shall mean this Declaration of Condominium for Powder Pointe Condominiums, a Utah condominium project.

1.17 "Furniture and Maintenance Assessments" shall have the meaning ascribed to it in Section 10.05(a) herein.

1.18 "Furniture and Maintenance Expense" shall have the meaning ascribed to it in Section 10.05(a) herein.

1.19 "Furniture and Maintenance Expense Fund" shall have the meaning ascribed to it in Section 10.05(a) herein.

1.20 "Holdover Occupant" shall have the meaning ascribed to it in Section 11.03(c) herein.

1.21 "Limited Common Areas" shall mean any Common Areas designated for exclusive use by the Owner of a particular Unit or Time Period Unit. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Section 3.04.

1.22 "Maintenance Fee" shall have the meaning ascribed to it in Section 10.01 herein.

1.23 "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Association, to manage, in whole or in part, the affairs of the Association and the Project.

1.24 "Map" shall mean the Record of Survey Map for Powder Pointe

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Condominiums, a Utah condominium project, as described in paragraph B of the Recitals above, together with any legal amendments thereto.

1.25 "Member" and "Membership" shall have the meaning ascribed to them in Section 8.01 herein.

1.26 "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

1.27 "Mortgagee" shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

1.28 "Owner" shall mean any person or entity or combination thereof, including Declarant, at any time owning or purchasing under contract a Condominium or Time Period Condominium within the Project, including Time Period Owners and Residential Owners, as shown on the Register of Owners of the Association. The term "Owner" shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.29 "Parcel" shall mean the real property, as more particularly described in Paragraph A of the Recitals above, upon which the Condominium Building and all improvements subject to this Declaration and Map are situated.

1.30 "Personal Charges" shall have the meaning ascribed to it in Section 10.08 herein.

1.31 "Project" shall mean the Parcel, the Condominium Building, and all improvements subject to this Declaration and Map.

1.32 "Real Property Tax Expense" shall have the meaning ascribed to it in Section 10.06(a) herein.

1.33 "Regular Assessments" shall have the meaning ascribed to it in Section 10.03 herein.

1.34 "Residential Condominium" shall mean a Condominium in the Project consisting of a fee interest in a Unit (including all Time Period Units related to such Unit), which Unit is not Committed to Maintenance, and the undivided fee interest in the Common Areas appurtenant to such Unit, as set forth in Exhibit "A" hereto.

1.35 "Residential Owner" shall mean any person or entity or combination thereof, including Declarant, at any time owning or purchasing under contract a Residential Condominium within the Project as shown on the Register of Owners of the Association. The term "Residential Owner" shall not include any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.36 "Rules and Regulations" shall have the meaning ascribed to it in Section 7.09 herein.

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1.37 "Scheduled Occupant" shall have the meaning ascribed to it in Section 11.03(c) herein.

1.38 "Special Assessments" shall have the meaning ascribed to it in Section 10.04 herein.

1.39 "Tax Assessments" shall have the meaning ascribed to it in Section 10.06 herein.

1.40 "Tax Expense Fund" shall have the meaning ascribed to it in Section 10.06 herein.

1.41 "Time Period Condominium" shall mean a portion of a Condominium in the Project consisting of a fee interest in a Time Period Unit and the undivided fee interest in the Common Areas appurtenant to such Time Period Unit, as set forth in Exhibit "A" attached hereto.

1.42 "Time Period Furnishings" shall mean all furniture, furnishings, equipment, facilities, and personal property within a particular Unit for the exclusive use and benefit of the Owners of Time Period Condominiums related to such Unit, and all furniture, furnishings, equipment, facilities, and personal property hereafter acquired with funds from the Furniture and Maintenance Fund.

1.43 "Time Period Owner" shall mean any person or entity or combination thereof, including Declarant, at any time owning or purchasing under contract a Time Period Condominium within the Project as shown on the Register of Owners of the Association. The term "Time Period Owner" shall not include any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.44 "Time Period Unit" shall mean an annually recurring time period (part of a year), as designated and described in Exhibit "A" hereto, for which a given Unit is separately owned in each respective year.

1.45 "Time Period Unit Number" shall mean the numerical designation assigned to each Time Period Unit as established and described in Paragraph 2 of Exhibit "A" attached hereto.

1.46 "Total Votes of the Association" shall mean the total number of votes appertaining to the Condominiums in the Project, as shown in Exhibit "A" attached hereto.

1.47 "Unit" shall mean an individual air space unit, consisting of enclosed rooms occupying part of the Condominium Building and bounded by the interior surfaces of the walls, floors, ceilings, windows, doors, and built-in fireplaces, if any, along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on

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interior surfaces shall be deemed to be a portion of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or use and enjoyment of another Unit: bearing walls, floors, ceilings, and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

1.48 "Use Period" shall have the meaning ascribed to it in Paragraph 3 of Exhibit "A" attached hereto.

1.49 "Withdrawable Land" shall mean the real property within the Project, as described in Section 18.02 below, and the improvements constructed thereon that may be withdrawn from the Project and the provisions of the Act in accordance with the provisions of Article XVIII and the Act.

ARTICLE II

SUBMISSION AND DIVISION OF PROJECT

2.01 Submission to Condominium. The Declarant hereby submits the Parcel, the Condominium Building, and all other improvements now existing or hereafter made in or upon the Parcel to the provisions of the Condominium Act. All of said property is and shall hereafter be held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved, and otherwise affected as a Condominium Project to be known as Powder Pointe Condominiums, a Utah condominium project. All of said property is and shall hereafter be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the real property and improvements comprising the Project, and the heirs, personal representatives, successors, and assigns of any such person or entity. The foregoing submission is made subject to all patent reservations and exclusions, all easements and rights-of-way of sight or record, an easement for each and every pipe, line cable, wire, utility line, or similar facility which presently does or in the future may traverse or partially occupy the Parcel, and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities. Reserved from the foregoing submission are all presently existing or to be constructed sewer lines and water mains located beyond the exterior boundaries of the Condominium Building within the Project.

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2.02 Division into Condominiums. The Project is hereby divided into Condominiums each consisting of a fee interest in a Unit and undivided fee interest in the Common Areas. Each Condominium is further divided into Time Period Condominiums, each consisting of a fee interest in a Time Period Unit and its appurtenant undivided fee interest in the Common Areas.

ARTICLE III

NATURE AND INCIDENTS OF RESIDENTIAL CONDOMINIUM OWNERSHIP

3.01 Separate Ownership. Each Residential Condominium in the Project is and shall hereafter be a parcel of real property, which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved, and otherwise affected in accordance with the provisions of this Declaration. Each respective Residential Condominium shall be legally described for all purposes by using the applicable Residential Unit Number as established and described in Paragraph 1 of Exhibit "A" attached hereto.

3.02 Use and Occupancy. Subject to the limitations contained in this Declaration, each Residential Owner shall have the nonexclusive right to use and enjoy the Common Areas and certain Limited Common Areas and the exclusive right to use and enjoy his Unit and any Limited Common Areas designated for exclusive use by such Residential Owners.

3.03 Interior of Units. Each Residential Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries. Each Residential Owner shall keep the interior of his Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a sanitary condition and in a state of good repair. In the event that any such Unit should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair.

3.04 Right to Combine Units. With the written consent of the Association, two or more contiguous Units owned by Residential Owners may be utilized by such Owners as if the Units were one. To the extent permitted in

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the written consent of the Association, any walls, floors, ceilings, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by structural separations, shall be closed, at the equal expense of the Owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas.

3.05 Not Committed to Maintenance. A Residential Condominium shall not be Committed to Maintenance.

3.06 No Subdivision. Except as set forth in Section 7.05, no Owner shall cause a Residential Condominium to be divided into Time Period Condominiums or any other division whereby the use, occupancy or possession of the Residential Condominium circulates among three (3) or more Owners.

ARTICLE IV

NATURE AND INCIDENTS OF TIME PERIOD CONDOMINIUM OWNERSHIP

4.01 Separate Ownership. Each Time Period Condominium is and shall hereafter be a parcel of real property, which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved, and otherwise affected in accordance with the provisions of this Declaration. Each respective Time Period Condominium shall be legally described for all purposes by using the applicable Time Period Unit Number as established and described in Paragraph 2 of Exhibit "A" attached hereto.

4.02 Use and Occupancy. Subject to the limitations contained in this Declaration, each Time Period Owner shall have the nonexclusive right to use and enjoy the Common Areas and the exclusive right to use and enjoy the Unit and Limited Common Areas related to his Time Period Condominium during the recurring time periods appertaining to his Time Period Condominium in each respective calendar year, as set forth in Exhibit "A" hereto. Except as this Declaration or the Association may otherwise permit with respect to use and enjoyment of the Common Areas, no Time Period Owner shall have the right to use or occupy nor shall any Time Period Owner use or occupy the Common Areas or the Unit or Limited Common Areas related to his Time Period Condominium during any time or times other than the recurring time periods appertaining to his Time Period Condominium in the respective calendar year. Failure to

vacate a Time Period Condominium at the end of his scheduled Time Period Week will subject a Time Period Owner to the sanctions set forth in Section 11.03(c) herein.

4.03 Units Committed to Maintenance. In accordance with the provisions of Section 9.02, the Association shall provide maid service for and all cleaning, maintenance, repair, replacement, and painting of each Unit Committed to Maintenance and the Time Period Furnishings therein. The Declarant hereby reserves the right for a period of five years from the date hereof to commit one or more of the Units owned by Declarant to maintenance by filing a Notice of Commitment to Maintenance with respect to those Units being Committed to Maintenance in the Office of the County Recorder for Summit County, State of Utah. Declarant need not obtain the consent of the Association or any other Owner prior to committing any Unit owned by Declarant to maintenance during said five year period. No other Unit shall be Committed to Maintenance, or Recommitted to Maintenance after having been withdrawn from maintenance, unless and until (i) all Owners of that Unit shall unanimously consent thereto in writing; (ii) the Unit shall have been inspected by the Association to determine if said Unit and the fixtures and furnishings within said Unit are substantially consistent with other Units within the Project which are Committed to Maintenance; (iii) the Association has consented, in writing, to have said Unit Committed to Maintenance, which consent shall not be unreasonably withheld; (iv) all fixtures and furnishings located within said Unit shall have been conveyed to the Association; and (v) a Notice of Commitment to Maintenance evidencing the consent of all Owners of the Unit and the Association to have said Unit Committed to Maintenance shall have been filed in the Office of the County Recorder for Summit County, State of Utah. Each Unit that is Committed to Maintenance shall remain Committed to Maintenance unless and until (i) all Time Period Condominiums related to such Unit shall be owned of record by the same legal entity; (ii) such legal entity shall give written notice to the Association withdrawing such Unit from maintenance; (iii) a copy of such written notice shall be recorded in the Office of the County Recorder for Summit County, State of Utah; and (iv) all Time Period Furnishings located within said Unit shall have been delivered to the Association. Owners of Time Period Condominiums and Residential Condominiums related to Units Committed to Maintenance shall be subject to the Furniture and Maintenance Assessments provided for in Section 10.05.

4.04 Waiver of Tenancy-in-Common Attributes. It is intended that this Declaration alone governs all rights with respect to the possession, use, enjoyment, management and disposition of any Time Period Condominiums. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Time Period Condominium which a Time Period Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right to jointly use, possess or manage commonly owned property), are hereby unconditionally and irrevocably waived. Without limiting the generality of the foregoing, no Time Period Owner or other person or entity acquiring any right, title, lien or interest in any Time Period Condominium shall seek or obtain, through any legal proceedings, a judicial partition of the Time Period Condominium or the sale thereof in

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lieu of partition. If, however, any Time Period Condominium is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of the Time Period Condominium in lieu of partition as between co-tenants or joint tenants. In the event this Declaration is terminated for any reason, any Time Period Owner shall, following such termination, have the right to maintain an action for sale in lieu of partition as to all Time Period Condominiums related to the Condominium in which said Time Period Owner's Time Period Condominium is located and any proceedings arising from such sale shall be distributed pro rata to the Time Period Owners within said Condominium, subject to the rights of such Time Period Owners' Mortgagees.

4.05 Responsibility of Time Period Owner. Each Time Period Owner shall keep his Time Period Condominium and Time Period Furnishings in good condition and repair during his Time Period Week(s), vacate the Time Period Condominium at the expiration of his Time Period Week(s), remove all persons and property of said Owner therefrom, excluding only the Time Period Furnishings, leave the Time Period Condominium and Time Period Furnishings in good and sanitary condition and repair and otherwise comply with such reasonable check-in, check-out, and other procedures and regulations as may from time to time be contained in the Rules and Regulations promulgated by the Association. Any Time Period Owner may permit his Time Period Condominium to be occupied by other persons, including without limitation, persons who occupy the Time Period Condominium in connection with any exchange program, for the purposes permitted by this Declaration during his Time Period Week(s), but such Time Period Owner shall be responsible for any loss, damage, destruction or violation of this Declaration or of the Rules and Regulations of the Association which occurs during such occupancy as if such Time Period Owner were occupying the Time Period Condominium himself.

4.06 Restrictions on Alterations. No Time Period Owner shall make or cause to be made any alterations, improvements, replacements, or repairs in or to the Unit related to his Time Period Condominium or to any Time Period Furnishings therein, except with the prior written consent of the Association or as may be necessary in an emergency to prevent injury to persons or damage to property. In no event shall any Time Period Owner subject any Unit or Time Period Furnishings therein to any lien for the making of alterations, improvements, replacements, or repairs therein or thereto. No Time Period Owner, nor persons within his control, shall commit any waste with respect to the Project or any part thereof, including without limitation, Units, Common Areas, Limited Common Areas, and Time Period Furnishings.

4.07 Time Period Furnishings. The Declarant shall acquire, by purchase contract, lease or any other financing arrangement that Declarant shall select, furniture, furnishings, equipment, facilities and personal property necessary to furnish each Time Period Condominium. Said furniture, furnishings, equipment, facilities and personal property shall be deemed to be Time Period Furnishings for the purposes of this Declaration, whether or not legal title shall have passed to the Declarant or to the Association. Each Time Period Owner shall have the right to use and enjoy the Time Period

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Furnishings located within his Time Period Condominium during his period of use as set forth in this Declaration, but shall have no other right, title or interest thereto. The Association shall be responsible to repair, maintain and replace all Time Period Furnishings from the date that Assessments shall commence against the Condominium in which the Time Period Furnishings are located. At such time when all sums have been paid by Declarant under such purchase contract, lease or other financing arrangement, the Time Period Furnishings acquired thereunder shall be deemed to be owned by the Association, and the Declarant, its successors or assigns, shall execute any and all instruments reasonably required to convey legal title to said Time Period Furnishings to the Association. Said Time Period Furnishings shall be owned by the Association in accordance with the provisions of this Declaration for the use, enjoyment and benefit of the Owners of Condominiums and Time Period Condominiums Committed to Maintenance.

ARTICLE V

TITLE TO CONDOMINIUMS

5.01 Title. Title to a Condominium within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy-in-common.

5.02 Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit or Time Period Unit in the Project shall be as set forth in Exhibit "A", Schedule II, attached hereto and by this reference made a part hereof. The undivided fractional interest in the Common Areas appurtenant to each Unit or Time Period Unit as shown in said Exhibit "A", Schedule II, shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association.

5.03 Inseparability. Title to no part of a Condominium or Time Period Condominium within the Project may be separated from any other part thereof during the period of condominium ownership prescribed herein, and each Unit or each Time Period Unit, and the undivided interest in the Common Areas appurtenant to each, shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium or Time Period Condominium. Every devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium or Time Period Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Condominium or Time Period Condominium, together

with all appurtenant rights created by law or by this Declaration, including appurtenant Membership in the Association as hereinafter set forth.

5.04 No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

5.05 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Condominium or Time Period Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to his Condominium or Time Period Condominium. Any Mortgage or other encumbrance of any Condominium or Time Period Condominium within the Project shall be subordinate to all of the provisions of this Declaration and, in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

5.06 Separate Taxation. Each Condominium in the Project shall be assessed separately for all taxes assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For the purposes of assessment, the valuation of the Common Areas shall be apportioned among the Condominiums in proportion to the undivided interests in the Common Areas appurtenant to each such Condominium. The Association shall furnish to the assessor all necessary information with respect to such apportionment. No forfeiture or sale of any Condominium or Time Period Condominium for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Condominium or Time Period Condominium.

5.07 Mechanics Liens. No labor performed or material furnished for use in connection with any Condominium or Time Period Condominium with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Condominium or Time Period Condominium of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Condominium or Time Period Condominium of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

5.08 Description of Condominium. Every contract for the sale of a Condominium and Time Period Condominium and every other instrument affecting title to a Condominium or Time Period Condominium within the Project may describe a Unit or Time Period Unit by its identifying number or symbol as indicated in Exhibit "A" hereto and as shown on the Map. Such description will be construed to describe the Unit or Time Period Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Condominium or Time Period Condominium within the Project and all of the limitations on such ownership as described

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in this Declaration and/or the Articles of Incorporation and Bylaws of the Association.

ARTICLE VI

EASEMENTS

6.01 Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit shall hereafter encroach on real property now owned by Declarant outside the boundaries of the Parcel, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Condominium Building or any improvements constructed or to be constructed within the Project as shown on the Map, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the project or any part thereof.

6.02 Easements for Maintenance, Cleaning, and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any maid service, cleaning, maintenance, repair, replacement, painting, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

6.03 Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and contiguous areas owned by Declarant or an affiliate as necessary for access to such Owner's Unit and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Condominium.

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6.04 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that the Association is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas (except Limited Common Areas) facilities for use by Owners generally or by the Association and its agents exclusively.

6.05 Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and improvements therein as shown on the Map and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, Declarant and the person causing the damage shall be liable for the prompt repair of such damage.

6.06 Easement for Temporary Use by Declarant. Declarant, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors and other authorized personnel, reserves for a period of five (5) years following the date of recordation of this Declaration, an exclusive easement in gross in, over, and through the Condominiums, for the purposes of (i) marketing and selling the Condominiums or Time Period Condominiums; (ii) displaying signs; and (iii) showing the Condominiums or Time Period Condominiums. The use of such easement shall not interfere with or diminish the rights of Owners to use and occupy the Condominiums or interfere with the use and occupancy of the Common Areas (including the Common Facilities) or the Units or Time Period Units by the Association as may be reasonably necessary or convenient to perform the duties and functions that the Association is obligated or permitted to perform pursuant to this Declaration with respect to the Common Areas (including the Common Facilities), Units or the Time Period Units.

6.07 Easements Deemed Created. All conveyances of Condominiums within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE VII

RESTRICTIONS ON USE

7.01 Residential Uses. The Units within the Project shall be used exclusively for residential and lodging purposes. No Unit shall be used for

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business or commercial activity; provided, however, that nothing herein shall be deemed to prevent (i) Declarant, the Association or their duly authorized agents from using any Units owned by Declarant or the Association as sales models or property management offices; or (ii) any Owner or his duly authorized agent from renting or leasing his Unit or Time Period Unit from time to time.

7.02 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

7.03 Restrictions on Signs. No signs, flags, or advertising devices of any nature, including, without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without the prior inspection and written approval of both the Association and the Declarant, except as may be temporarily necessary to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be promptly removed at the request of the Association.

7.04 Restriction on Animals. No animals, birds, fish, reptiles, or pets of any kind shall be brought or allowed to remain in or upon any part of the Project.

7.05 No Subdivision. Except to the extent that Condominiums are by this Declaration divided into Time Period Condominiums, no Unit, Common Areas, or portions thereof may be divided or subdivided or a fractional portion thereof sold, conveyed, or otherwise affected so as to be held in divided ownership. No Time Period Unit may be divided or subdivided into shorter Time Periods by any conveyance, disclaimer, or other means. Notwithstanding the foregoing, Declarant hereby specifically reserves to itself the right to divide into Time Period Condominiums any Residential Condominium which Declarant may now, or at any time hereafter, own.

7.06 No Structural Alterations. No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition in or to his Unit or to the Common Areas. No Owner shall, without the prior written consent from the Association, do any act that would impair the structural soundness or integrity of the Condominium Building or the safety or property or impair any easement or hereditament appurtenant to the Project.

7.07 No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior written consent of the Association.

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7.08 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project which would be in violation of any statute, ordinance, regulation, rule, permit, or other validly imposed requirement of any governmental authority. No damage to or waste of the Units, Common Areas, Common Facilities or Time Period Furnishings or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners against all loss resulting from any such damage or waste caused by such Owner or his family, guests, tenants, licensees, or invitees.

7.09 Rules and Regulations. Each Owner and any other person or persons occupying a Unit or Time Period Unit or using any facility within the Project shall comply with each and every provision of the Rules and Regulations governing use of the Units, Time Period Units, Common Areas, and/or Limited Common Areas, as such Rules and Regulations may from time to time be adopted, amended, or revised by the Association pursuant to Section 9.05 herein.

7.10 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any of said provisions, covenants, conditions, or restrictions upon completion of the construction.

ARTICLE VIII

THE ASSOCIATION

8.01 Membership. Each Owner shall be entitled and required to be a Member of the Association; Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium or Time Period Condominium is held by more than one person, the Membership appurtenant to that Condominium or Time Period Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Condominium or Time Period Condominium is held. An Owner shall be entitled to one Membership for each Condominium or Time Period Condominium owned by him. Each Membership shall be appurtenant to the

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Condominium or Time Period Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium or Time Period Condominium. Ownership of a Condominium or Time Period Condominium within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, conveyance, or other disposition of a Condominium or Time Period Condominium shall be construed to be a devise, conveyance, or other disposition, respectively of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Condominium or Time Period Condominium.

8.02 Board of Trustees. The Board of Trustees shall initially consist of persons appointed by Declarant. At the time of the first annual meeting of the Members, the Members (including Declarant) shall elect, in accordance with the Bylaws, a Board of Trustees replacing the initial Board of Trustees as defined in the preceding sentence. From and after the first election of the Board of Trustees by the Members, not less than one of the Trustees shall be elected solely by the votes of Members other than Declarant, pursuant to the special election procedures set forth in the Bylaws.

8.03 Votes. The number of votes appurtenant to each respective Condominium or Time Period Condominium shall be as shown in Exhibit "A", Schedule II, attached hereto and by this reference made a part hereof. The number of votes appurtenant to each Condominium or Time Period Condominium as shown in said Exhibit "A", Schedule II, shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded.

8.04 Amplification. The provisions of this Article VIII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

8.05 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association his true and lawful attorney in his name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration and the Map as may be required by law or by vote taken pursuant to the provisions of this Declaration.

ARTICLE IX

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

9.01 The Common Areas. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible

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for the exclusive management, control, operation, and maintenance of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order and repair; provided, however, that each Residential Owner shall keep the Limited Common Areas (if any) designated for use in connection with his Unit in a good, clean, attractive, safe, and sanitary condition. The Association shall be responsible for the maintenance and repair of the exterior of the Condominium Building and the grounds, including without limitation, painting thereof, repair and replacement of exterior trim and roofs, and maintenance of landscape, walkways, and driveways. The Association shall also be responsible for maintenance, repair, and replacement of Common Areas within the Condominium Building, including without limitation, hallways, utility lines, and all Common Facilities, improvements, or other material located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

9.02 Maintained Units. As to all Units Committed to Maintenance as provided in Section 4.03, the Association shall be responsible for maintaining said Units, and all Time Period Furnishings therein and Limited Common Areas (if any) appurtenant thereto, in good, clean, attractive, safe, and sanitary condition, order, and repair. Without limiting the generality of the foregoing, the Association shall be responsible for the cleaning, maintenance, repair and replacement of the interiors of such Units, including without limitation, cleaning, painting, repairing, maintaining, and replacing the interior surfaces of ceilings, walls, doors, and windows, and all cupboards, fixtures, floor coverings, appliances, equipment, improvements, materials, and Time Period Furnishings within such Units. The Association shall also be responsible for providing maid service for such Units not less frequently than weekly. All goods, materials, labor, and services procured by the Association in performing its responsibilities under this Section shall be paid for out of the Furniture and Maintenance Fund.

9.03 Miscellaneous Goods and Services. The Association may obtain and pay for out of the Common Expense Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain and pay for out of the Common Expense Fund legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas (and for the Units or Time Period Units to the extent not separately metered or billed), and insurance, bonds, and other goods and services common to the Units.

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9.04 Property Acquisition. The Association may acquire, hold, and dispose of property as follows:

(a) Common Facilities. The Association may acquire (by purchase, lease, or otherwise) and hold real, personal, and mixed property of all types for the use or benefit of all Owners, and may dispose of such property or any part thereof by sale or otherwise. The costs of acquiring all such property, including Common Facilities, shall be paid for out of the Common Expense Fund, and all proceeds from disposition thereof shall be part of such Fund.

(b) Time Period Furnishings. The Association may acquire (by purchase, lease, or otherwise) and hold personal property of all types for the use and benefit of respective Owners of Time Period Condominiums related to a Unit Committed to Maintenance as provided in Section 4.03, and may dispose of such personal property or any part thereof by sale or otherwise. The costs of acquiring such personal property shall be paid for out of the Furniture and Maintenance Fund, and all proceeds from disposition thereof shall be part of such Fund.

9.05 Rules and Regulations. The Association may make reasonable Rules and Regulations governing the use of the Units, Time Period Units, Common Areas, and/or Limited Common Areas; provided, however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. Such Rules and Regulations shall include, without limiting the generality of the foregoing, provisions for check-in and check-out times relative to use of Time Period Condominiums. The Association or any aggrieved Owner may initiate and prosecute appropriate legal proceedings against an offending Owner to enforce compliance with such Rules and Regulations or to recover damages for noncompliance therewith, as permitted by law. In the event the Association shall initiate any such legal proceedings, the Association shall be entitled to recover from the offending Owner costs and expenses incurred by the Association in connection with such proceedings, including court costs and reasonable attorneys' fees.

9.06 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege or duty.

9.07 Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund. The written contract by which the Manager shall be engaged shall meet the following requirements:

(a) Authorize and obligate the Manager to perform such of the

duties and obligations of the Association specified in this Article IX as shall be delegated properly to the Manager hereunder.

(b) Provide for a term of not more than three (3) years, except that the management agreement may provide that the term will be automatically renewed for successive annual terms unless notice of nonrenewal is given by either party not then in default thereunder no later than ninety (90) days prior to the end of the term thereof; provided, however, the Association may not give notice of nonrenewal unless authorized by the affirmative votes of at least fifty-one percent (51%) of the total votes of the Association. The Management Agreement shall be subject to termination by the Association as follows:

(i) At any time, for cause, upon the vote of eighty percent (80%) of all members of the Board of Trustees.

(ii) At any time if requested to do so by the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association. In the event that the Managing Agent shall dispute a termination by the Association pursuant to subparagraph 9.07(b)(i) above, the dispute shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

(c) Provide that the Manager may resign only after giving the Association written notice of its intended resignation at least ninety (90) days prior to the effective date therefor.

(d) Provide for the compensation to be paid to the Manager.

9.08 Limitation on Powers of the Association and the Manager. Notwithstanding the powers of the Association as set forth in Article IX, neither the Association (nor the Manager as the delegate of the Association's powers and duties) shall enter into a contract with a third person or entity whereby such person or entity will furnish goods or services for the Project for a term longer than one (1) year unless authorized by at least fifty-one percent (51%) of the Owners, except for:

(a) The Management Agreement.

(b) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Service Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(c) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration provided that the policy permits short-rate cancellation by the insured.

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(d) A lease of Common Facilities and/or Time Period Furnishings.

9.09 Financial Statements and Audit. The Association shall cause financial statements for the Association to be regularly prepared and cause copies thereof to be distributed or made available to all Owners as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.

(b) An annual report shall be made available, within one hundred twenty (120) days after the close of the fiscal year, consisting of the following: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; (iv) a statement of any transaction or transactions during the fiscal year involving more than \$40,000 individually or in the aggregate, in which either of the following had a direct or indirect material financial interest: (1) any Trustee or officer of the Association; or (2) the holder of more than ten percent (10%) of the voting power of the Association; (v) a statement of any indemnification or advances aggregating more than \$10,000 paid during the recently concluded fiscal year to any Trustee or officer of the Association, unless the indemnification is approved by members of the Association; and (vi) a list of the names, mailing addresses and telephone numbers of the members of the Board of Trustees. The annual report shall be prepared by an independent accountant in any Fiscal Year in which the gross income to the Association exceeds \$20,000.00. If the annual report is not prepared by an independent accountant, the annual report shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

ARTICLE X

ASSESSMENTS

10.01 Agreement to Pay Assessments. Declarant, for each Condominium or Time Period Condominium owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants and each Owner of any Condominium or Time Period Condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all Assessments made by the Association for the purposes provided in this Declaration. Such Assessments may be collectively referred to as the "Maintenance Fee" and shall be fixed, established, and collected from time to time as provided in this Article.

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10.02 Commencement of Assessment. Regular Assessments and Tax Assessments shall commence against a Condominium and a Time Period Condominium, and Furniture and Maintenance Assessments shall also commence against a Condominium and a Time Period Condominium related to a Unit Committed to Maintenance on the first day of the first calendar month following completion of the Unit and upon the earlier to occur of (i) the acceptance by Declarant of a Purchase Contract for a Time Period Condominium within said Unit; or (ii) the recordation of the conveyance instrument transferring the first Time Period Condominium within said Unit to an Owner.

10.03 Regular Assessments. Regular Assessments shall be computed and levied against all Condominiums and Time Period Condominiums in the Project as follows:

(a) Common Expense. Regular Assessment shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses, arising out of or connected with maintenance and operation of the Common Areas and provision of utility services (to the extent not separately metered or billed) and other common items to the Units. Such estimated expenses may include, among other things, the following: Expenses of management; governmental taxes and special assessments, other than real property taxes, unless and until Condominiums are separately assessed for such taxes or assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges (including charges for utility services for the Units or Time Period Units to the extent not separately metered or billed); legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 10.03 shall be part of the Common Expense Fund.

(b) Apportionment. Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas.

(c) Notice and Payment of Regular Assessment. Regular Assessments shall be made on a January 1 through December 31 fiscal year basis. Any week beginning on or before December 31 and continuing into a new year shall be deemed entirely within the earlier year for assessment purposes. On or before December 1 each year, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his Condominium or Time Period Condominium for the fiscal year commencing on January 1 immediately following such date.

Each such Regular Assessment shall be payable in one of two options as follows: (i) The full Assessment may be paid prior to the 25th day of January of each respective fiscal year; or (ii) The Assessment may be paid in monthly installments due on the first day of each month subject to a late charge of five percent (5%) of the billing for payments received after the 15th day of the month. In addition, in the event that any monthly installment of the regular assessments is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the owner, accelerate the due date for all remaining unpaid installments of the regular assessments for the remainder of the fiscal year, and all accrued and unpaid interest thereon. The second option to pay in monthly installments will include an additional charge for billing costs to be determined by the Association. All unpaid portions of any Regular Assessments shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portions become due until paid. Failure of the Association to give timely notice of any Regular Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Condominium or Time Period Condominium for payment of such assessment.

(d) Inadequate Funds. In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including nonpayment of any Owner's assessment, the Association may either borrow funds and/or levy additional assessments in accordance with the procedure set forth in Section 10.04, except that the vote therein specified shall not be necessary. If the Association elects to levy additional assessments, then no such assessment or assessments levied in any fiscal year may, in the aggregate, exceed ten percent (10%) of the Common Expense Fund for that fiscal year without the vote or written assent of a majority of Owners other than Declarant.

(e) Increases in Regular Assessments. The amount of the Regular Assessment shall not exceed one hundred twenty percent (120%) of the Regular Assessment amount for the immediately preceding fiscal year unless a majority of Owners, other than Declarant, shall consent to a greater increase by vote or written assent.

10.04 Special Assessments. In addition to the Regular Assessments authorized by this Article, the Association may levy at any time and from time to time, upon the affirmative vote of at least fifty percent (50%) of the total votes of the Association, other than Declarant, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or

Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

10.05 Furniture and Maintenance Assessments. In addition to the Regular Assessments and Special Assessments authorized by this Article, Furniture and Maintenance Assessments shall be computed and levied against all Time Period Condominiums and Residential Condominiums in the Project related to Units Committed to Maintenance as provided in Section 4.03, as follows:

(a) Furniture and Maintenance Expense. Furniture and Maintenance Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with maid service for and cleaning, maintenance, repair, and replacement of Units Committed to Maintenance and of Time Period Furnishings in such Units. Such estimated expenses may include, among other things, the following: Expenses of maid service for all Units Committed to Maintenance; expenses for cleaning, maintaining, repairing, and painting all Units Committed to Maintenance; expenses for cleaning, maintaining, repair, and replacing Time Period Furnishings in all Units Committed to Maintenance; any deficit from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses or liabilities which may be incurred in accordance with the provisions of this Declaration by the Association for the benefit of all Owners of Time Period Condominiums related to Units Committed to Maintenance. Such shall constitute the estimated Furniture and Maintenance Expense, and all funds received from assessments under this Section 10.05 shall be part of the Furniture and Maintenance Fund.

(b) Apportionment. Expenses attributable to the Furniture and Maintenance Expense shall be apportioned among and assessed to all Owners of Time Period Condominiums related to Units Committed to Maintenance in the proportion that the undivided interest appurtenant to each respective Time Period Condominium owned by each Owner bears to the total undivided interest appurtenant to all Time Period Condominiums related to Units Committed to Maintenance. Declarant shall be liable for all such assessments against Time Period Condominiums owned by it in accordance with Section 10.02.

(c) Notice and Payment of Furniture and Maintenance Assessment. Furniture and Maintenance Assessments shall be made on a January 1 through December 31 fiscal year basis. Any week beginning on or before December 31 and continuing into a new year shall be deemed to be entirely

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within the earlier year for assessment purposes. On or before December 1 each year, the Association shall give written notice to each Owner of a Time Period Condominium related to a Unit Committed to Maintenance as to the amount of the Furniture and Maintenance Assessment with respect to his Time Period Condominium for the fiscal year commencing on January 1 immediately following such date. Each such Furniture and Maintenance Assessment shall be payable in one of two options as follows: (i) The full Assessment may be paid prior to the 15th day of January of each respective fiscal year; or (ii) The Assessment may be paid in monthly installments due on the 1st day of each month subject to a late charge of five percent (5%) of the billing for payments received after the 15th day of the month. The second option to pay in monthly installments will include an additional charge for billing costs to be determined by the Association. In addition in the event that any monthly installment of the Furniture and Maintenance Assessments is not received from an Owner by the 15th day of the month, the Association may, at its option, and upon fifteen (15) days prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of the Furniture and Maintenance Assessments for the remainder of the fiscal year and all accrued but unpaid interest thereon. All unpaid portions of any Furniture and Maintenance Assessments shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portions become due until paid. Failure of the Association to give timely notice of any Furniture and Maintenance Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Condominium or Time Period Condominium for payment of such assessment.

(d) Inadequate Funds. In the event that the Furniture and Maintenance Fund proves inadequate during any fiscal year for whatever reason, including nonpayment of any Owner's Assessment, the Association may, at any time and from time to time, levy additional assessments, in the proportions set forth in Section 10.05(b) hereof and payable over such reasonable periods as the Association may determine. Additional assessments levied in any fiscal year shall not, separately or in the aggregate, exceed ten percent (10%) of the Furniture and Maintenance Fund for that fiscal year without the vote or written assent of a majority of the year without the vote or written assent of a majority of the Owners, other than Declarant, of Time Period Condominiums related to Units Committed to Maintenance. Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to each appropriate Owner, and no payment shall be due less than thirty (30) days after such notice shall have been given.

(e) Increases in Furniture and Maintenance Assessments. The amount of the Furniture and Maintenance Assessment shall not exceed one hundred twenty percent (120%) of the Furniture and Maintenance Assessment for the immediately preceding fiscal year unless a majority of Owners, other than Declarant, of Time Period Condominiums related to

Units Committed to Maintenance shall consent to a greater increase by vote or written assent.

10.06 Tax Assessments. In addition to the Regular Assessments, Special Assessments and Furniture and Maintenance Assessments authorized by this Article, Tax Assessments for real property taxes attributable to each Condominium or Time Period Condominium and billed to the Association shall be computed and levied against all Condominiums and Time Period Condominiums as follows:

(a) Real Property Tax Expense. Tax Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all real property taxes assessed against the Project. The Association is hereby authorized and directed to use its best efforts to accurately estimate the amount of tax that will be assessed against each Condominium and to use such estimate as the basis for setting the Tax Assessment authorized by this Section. The Association shall use its best efforts to establish appropriate procedures to insure that funds collected in accordance with the provisions of this Section will be available to pay real property taxes when due. Such estimated real property taxes may include the following: Real property taxes which shall become due and payable within the fiscal year; any deficit from a previous period; creation of a reasonable contingency reserve or surplus for the payment of real property taxes; and any other expense which may be incurred by reason of real property taxes assessed against the Project. Such shall constitute the estimated Real Property Tax Expense, and all funds received from assessments under this Section 10.06 shall be part of the Tax Expense Fund.

(b) Apportionment. Expenses attributable to the Real Property Tax Expense shall be apportioned among and assessed to the Owner or Owners of each respective Condominium, Residential Condominium or Time Period Condominium as follows:

(i) The Owner or Owners of a Residential Condominium shall be assessed for the full amount of real property taxes due for their respective Residential Condominium. Said Owner or Owners shall also be responsible for penalties, fees or interest incurred by the Association in the event said taxes cannot be paid on time by reason of said Owner or Owners failure to pay the Tax Assessment when due.

(ii) The real property taxes due for each respective Condominium shall be apportioned among and assessed to all Owners of Time Period Condominiums that comprise said Condominium in the proportion that the undivided interest appurtenant to each respective Time Period Condominium owned by each Owner bears to the total undivided interest appurtenant to all Time Period Condominiums related to said Condominium. Any penalties, fees or interest incurred by the Association in the event said taxes cannot be paid

on time by reason of an Owner or Owners failure to pay the Tax Assessment when due shall be charged to all such delinquent Owners in the proportion that the amount of tax that any such delinquent Owner failed to pay bears to the total tax that all such delinquent Owners failed to pay.

(c) Notice and Payment of Tax Assessment. Tax Assessments shall be made on a January 1 through December 31 fiscal year basis. Any week beginning on or before December 31 and continuing into a new year shall be deemed entirely within the earlier year for assessment purposes. On or before December 1 each year, the Association shall give written notice to each Owner as to the amount of the Tax Assessment with respect to his Condominium or Time Period Condominium for the fiscal year commencing on January 1 immediately following such date. Each such Tax Assessment shall be payable in one of two options as follows: (i) The full Assessment may be paid prior to the 25th day of January of each respective fiscal year; or (ii) The Assessment may be paid in monthly installments due on the first day of each month subject to a late charge of five percent (5%) of the billing for payments received after the 15th day of the month. The second option to pay in monthly installments will include an additional charge for billing costs to be determined by the Association. In addition, in the event that any monthly installment of the regular assessments is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the owner, accelerate the due date for all remaining unpaid installments of the regular assessments for the remainder of the fiscal year, and all accrued and unpaid interest thereon. All unpaid portions of any Tax Assessments shall bear interest at the rate of one and one-half percent (1.5%) per month from the date such portions become due until paid. Failure of the Association to give timely notice of any Tax Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Condominium or Time Period Condominium for payment for such Assessment.

(d) Adjustment of Assessment. Upon receipt of official tax notices, bills or other official notification of the actual tax due, the Tax Assessment may be adjusted, if necessary, to implement the intent of this Section. In the event the Tax Assessment shall be determined to be insufficient to pay the Real Property Tax Expense, an additional Tax Assessment may be levied in accordance with the provisions of this Section. In the event the Tax Assessment shall be determined to be in excess of amounts required to pay the Real Property Tax Expense due in the current fiscal year, the excess shall be credited to each respective Owner's Tax Assessment for the next fiscal year. In the event the Association shall determine that a refund of any excess amount in the Tax Fund shall be made, each Owner shall be entitled to his proportionate share of said excess.

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(e) Separate Assessment. No Tax Assessment shall be levied by the Association in the event the real property taxes are separately assessed against a Condominium, Residential Condominium or Time Period Condominium and billed to each respective Owner of said Condominium, Residential Condominium or Time Period Condominium by the appropriate official or officials of Summit County, State of Utah.

10.07 Expenditure of Funds. All funds received hereunder from Assessments shall be expended, or accumulated in a reasonable contingency reserve, surplus, and/or sinking fund to be expended, exclusively for the respective purposes designated in this Declaration.

10.08 Personal Charges. The term "Personal Charges" means any expense resulting from the act or omission to act of any Owner, his family, guests, tenants, licensees, invitees or any other persons occupying said Owner's Condominium, including, without limitation, the cost of long distance telephone charges or telephone message unit charges, food, beverages, additional linens, optional maid service and other special services or supplies attributable to the occupancy of the Owner's Condominium, the cost to repair any damage to the Condominium or to repair or replace any Time Period Furnishings or Common Facilities on account of loss or damage occurring during such Owner's occupancy, and the cost to satisfy any expense to any of the other Owners or to the Association due to any intentional or negligent act or omission to act of such Owner, his family, guests or invitees, including, without limitation, any person who occupies the Condominium during the Owner's right to occupy (in accordance with the provisions of this Declaration under an exchange program) or resulting from the breach by such Owner of any provision of this Declaration, the Bylaws or Rules and Regulations promulgated under the authority of the Association. Such Personal Charges shall be paid by each Owner as follows:

(a) If the Association or the Manager is able to determine the amount of Personal Charges at the time of check-out (for example, Personal Charges constituting food charges, beverage charters, optional maid service, telephone or telephone message unit charges, etc.), such Personal Charges will be payable at the termination of the time during which said Owner is entitled to occupy the Condominium.

(b) Personal Charges which are not ascertainable as provided in Subparagraph (a) above, shall be payable within thirty (30) days after receipt of a statement therefor.

10.09 Lien for Assessments. All sums assessed to the Owner of any Condominium or Time Period Condominiums within the Project pursuant to the provisions of this Article X, together with interest and penalties thereon as provided herein, shall be secured by a lien on such Condominium or Time Period Condominium in favor of the Association.

10.10 Personal Obligation of Owner. The amount of each and every

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Regular Assessment, Special Assessment, Furniture and Maintenance Assessment, Tax Assessment and Personal Charges against any Condominium and/or Time Period Condominium within the Project shall be the personal obligation of the Owner of such Condominium or Time Period Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium or Time Period Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorneys' fees.

10.11 Statement of Account. Upon payment of a reasonable fee not to exceed \$10.00 and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium or Time Period Condominium, the Association shall issue a written statement setting forth the following: The amount of the unpaid Assessments, if any, with respect to such Condominium or Time Period Condominium; the amount of the current Regular Assessment, Furniture and Maintenance Assessment, Tax Assessment and Special Assessment, if any, and the date such Assessments become or became due; credit for advance payment or prepaid items, including, without limitation, the Owner's share of prepaid insurance premiums. Such written statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

10.12 Personal Liability of Purchaser. Subject to the provisions of Section 10.10, a purchaser of a Condominium or Time Period Condominium shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Condominium or Time Period Condominium up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

ARTICLE XI

ENFORCEMENT OF RESTRICTIONS

11.01 In General. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws of the Association, Rules and Regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended, modified, revised or adopted from time to time. The Association shall have full power and authority to enforce compliance with this Declaration, the Bylaws, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, the right to bring an

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action for damages, an action to recover sums due, an action to enjoin the violation or specifically enforce the provisions thereof. Said action may be maintainable by the Association or, in a proper case, by an aggrieved Owner. In the event of any action by the Association to recover Assessments or any other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorneys' fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or Condominiums within the Project, shall be enforceable by the Declarant, by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to any and all other rights and remedies now or hereafter provided by law for enforcement of the provisions of this Declaration, the Articles of Incorporation, Bylaws of the Association, Rules and Regulations promulgated by the Association, and decisions and resolutions of the Association adopted pursuant thereto.

11.02 Interest. Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear interest at eighteen percent (18%) per annum from the due date, or if advanced or incurred by the Association, or any other Time Period Owner pursuant to authorization contained in this Declaration, within ten (10) days after repayment is requested.

11.03 Certain Specific Enforcement Powers. In amplification of, and not in limitation of, the general powers specified in Paragraph 11.01 above, the Association shall have the following rights and powers:

(a) Suspension of Privileges. If any Time Period Owner shall be in breach of this Declaration, the Bylaws or the Rules and Regulations, including, but not limited to, the failure of such Time Period Owner to pay any Assessment on or before the due date thereof, subject to the limitations hereinafter in this Paragraph 11.03(a) set forth, the Association may suspend the Time Period Owner's rights to occupy his Time Period Unit during his scheduled occupancy and the right of such Time Period Owner to participate in any vote or other determination provided for herein. If such suspension of privileges is based on the failure of a Time Period Owner to pay assessments or other amounts due hereunder when due, the suspended privileges of a Time Period Owner shall be reinstated automatically at such time as the Time Period Owner shall have paid to the Association, in cash or by Cashier's or Certified Check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure of a Time Period Owner to pay assessments or any other amounts due hereunder when due, no such suspension shall be made except after a meeting of the Board of Trustees of the Association at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the Bylaws for

the noticing, calling and holding of a special meeting of the Board. Written notice of such meeting shall be given to the Time Period Owner whose privileges the Board will consider suspending at least ten (10) days prior to the holding of the meeting and present his case or provide a written response to the Board no later than the time scheduled for such meeting as to why his privileges should not be suspended. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board present at such meeting. No suspension under this Paragraph 11.03(a) shall be effective unless and until written notice has been given to the Time Period Owner of the suspension, the reasons therefor and the actions that must be taken by said Time Period Owner to have all suspended privileges reinstated.

(b) Enforcement by Lien. If any Owner shall fail or refuse to make any payment of any assessments when due, the amount thereof shall constitute a lien on the interest of the Owner in the Condominium or Time Period Condominium. To evidence a lien for sums assessed pursuant to Article X, the Association shall prepare a written Notice of Lien setting forth the amount of the assessment or assessments, the date due, the amount or amounts remaining unpaid, the name of the Owner of the Condominium or Time Period Condominium and a description of the Condominium or Time Period Condominium. Such Notice shall be signed and acknowledged by a duly authorized agent of the Association and shall be recorded in the Office of the County Recorder for Summit County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure of the Owner's interest by the Manager, acting on behalf of the Association. Such sale or foreclosure shall be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by the laws of the State of Utah. The Owner shall also be required to pay to the Association all of the Association's expenses and attorneys' fees incurred in the enforcement of the lien and any assessments against the Condominium or Time Period Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium or Time Period Condominium.

(c) Failure to Vacate. If any Time Period Owner or any other person(s) occupying a Time Period Condominium (hereinafter collectively the "Holdover Occupant") fails to vacate a Time Period Condominium at the end of his Time Period Week, or otherwise uses or occupies a Time Period Condominium during a period other than his Time Period Week, or prevents another Time Period Owner or any other person(s) otherwise entitled to use the Time Period Condominium (hereinafter the "Scheduled Occupant") from using or occupying a Time Period Condominium during such other Scheduled Occupant's Time Period Week, such Holdover Occupant shall: (i) be subject to immediate removal, eviction or ejection from the Time Period Condominium wrongfully occupied; (ii) be deemed to have waived any

Notice required by law with respect to any legal proceedings regarding removal, eviction or ejection to the extent that such Notices may be waived under Utah law; (iii) reimburse the Scheduled Occupant otherwise entitled to use the Time Period Condominium for all costs and expenses incurred by him as a result of such conduct, including, but not limited to, costs of alternative accommodations, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Holdover Occupant from such Time Period Condominium; and (iv) pay to the Scheduled Occupant entitled to use the Time Period Condominium during such a wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth in Paragraph 11.03(c)(iii) above), a sum equal to Two Hundred Percent (200%) of the "fair rental value" per day of the Time Period Condominium for each day or portion thereof, including the day of surrender, during which the Holdover Occupant prevents occupancy of the Time Period Condominium. The Association shall be responsible for determining the "fair rental value" of a Time Period Condominium. "Fair rental value" for a Time Period Condominium shall be based upon the cost of renting comparable accommodations located in the Project or in the vicinity of the Project. By entering into a contract for the purchase of a Time Period Condominium or by accepting any conveyance of a Time Period Condominium, each Time Period Owner agrees that, in the event of a wrongful occupancy by him, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who were deprived of occupancy. If a Time Period Owner, by his intentional or negligent act, renders a Time Period Condominium uninhabitable for the successive Time Period Week(s), such Time Period Owner shall be liable to the Time Period Owner(s) of successive Time Period Week(s) just as if such Time Period Owner had refused to vacate the Time Period Condominium at the end of his Time Period Week. For the purpose of this section, the act or negligence of a guest, any member of the Time Period Owner's family, or any other person who occupies the Time Period Condominium with the permission of the Time Period Owner (including, without limitation, a person who occupies the Time Period Condominium under an exchange program) shall be deemed to be the act of the Time Period Owner.

11.04 Priority of Lien. Upon recordation of the Notice of Lien, the lien provided for herein shall be a lien upon the Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the Unit in favor of any assessing unit, and special district, and encumbrances on the interest of the Owner recorded prior to the date such Notice is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

ARTICLE XII

INSURANCE

12.01 Types of Insurance. The Association shall obtain and keep in

full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(a) Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Project in such amounts as shall provide coverage equal to at least one hundred percent (100%) of the aggregate full insurable value for replacement of the Units, Common Areas, Common Facilities, Time Period Furnishings, and all other parts of the Project in the event of damage or destruction from the casualty against which such insurance is obtained, which insurance shall be in accordance with coverage customarily maintained by other condominium projects similar to the Project in construction, design, use, and location. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practice.

(b) Public Liability and Property Damage Insurance The Association shall obtain a broad form of comprehensive liability insurance coverage in the following amounts to provide adequate protection against liability for personal injury, death, and property damage: not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence with regard to injury or death; and not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project.

(c) Workmen's Compensation Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond. The Association shall purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

12.02 Form of Insurance. Insurance coverage relating to the Project, insofar as possible, shall be in the following form:

(a) Casualty Insurance. Casualty Insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners and for the Declarant, whether or not Declarant is an Owner, and such policy or policies shall specify the interest of each Owner,

including the Owner's name, Unit or Time Period Unit Number, and the appurtenant undivided interest in the Common Areas. Each policy shall provide a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner, to the Declarant, and to each Mortgagee who has requested such notice in writing. The Association shall furnish or cause to be furnished to each Owner and to each Mortgagee requesting the same a certificate of coverage.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance shall name the Association as the insured, as Trustee for each Owner, for the Manager (if any), and for the Declarant, whether or not Declarant is an Owner, and shall protect Association, each Owner, the Manager (if any), and the Declarant against liability for acts or omissions of the Association, the Owners, the Manager (if any), and the Declarant in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days written notice to the Association, to each Owner, to the Manager (if any), and to the Declarant.

(c) Policies. The Association shall make every effort to secure insurance policies that will provide that:

(i) The insurer shall waive subrogation as to any claims against the Association, the Manager (if any), the Owners, the Declarant, and their respective servants, agents, and guests;

(ii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

(iii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association, without a prior demand in writing that the Association cure the defect;

(iv) Any "no other insurance" clause in the policy or policies on the Project shall exclude individual Owners' policies from consideration; and

(v) The policy or policies can be cancelled and the insurance thereunder can be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence, or noncompliance with any provision of such policy or policies, including payment of the insurance premiums applicable to that Owner's interest, or who

permits or fails to prevent the happening of any event (whether occurring before or after a loss) which under the provisions of such policy would otherwise invalidate or suspend the entire policy.

12.03 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments made under policies obtained and maintained by the Association pursuant to this Article. To the extent that reconstruction or repair is required herein, all proceeds of such insurance shall be made available as a fund for such reconstruction or repair and shall be disbursed by the Association as provided in Article XIII. To the extent that reconstruction or repair is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be disbursed by the Association to the Owners as provided in Article XIII.

12.04 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

12.05 Adjustment and Contribution. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

12.06 Owner's Own Insurance. Notwithstanding the provisions hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium or Time Period Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtain by the Association pursuant to this Article. All such insurance of the Owner's Condominium or Time Period Condominium shall waive the insurance company's right of subrogation against the Association, other Owners, the Manager (if any), the Declarant, and their respective employees, agents, and guests, if such insurance can be obtained in the normal practice without significant additional premium charge for the waiver of subrogation rights.

12.07 Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may select.

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ARTICLE XIII

DAMAGE OR DESTRUCTION

13.01 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument, with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

13.02 General Authority of Association. Repair and reconstruction of the improvements as used in this Article means restoring the Project to substantially the same condition in which it existed prior to destruction or damage, with each Unit, Common Areas and Limited Common Areas having substantially the same vertical and horizontal boundaries, Common Facilities and Time Period Furnishings as before. The proceeds of any casualty insurance collected shall be available to the Association for the purpose of repair or reconstruction, unless Owners holding at least seventy-five percent (75%) of the total votes of the Association agree, within one hundred (100) days after such destruction or damage, not to repair or rebuild in accordance with the provisions hereinafter set forth.

13.03 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

13.04 Repair or Reconstruction. As soon as practicable after receiving said estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the fire or other casualty, with each Unit, Common Areas and Limited Common Areas having the same vertical and horizontal boundaries, Common Facilities, and Time Period Furnishings as before.

13.05 Funds for Reconstruction. The proceeds of any casualty insurance collected by the Association shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association may levy in advance a Special Assessment sufficient

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to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 10.04, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the proceeds of insurance and the assessments collected prove insufficient to pay the costs of repair or reconstruction.

13.06 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds received by the Association and any amounts received from assessments made pursuant to Section 13.05 shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners. Said balance attributable to the Condominium Building, Common Areas, or Common Facilities, if any, shall be distributed to the Owners of Units or Time Period Units damaged, destroyed and repaired in accordance with the provisions of this Article or to all Owners in the event that Common Areas or Common Facilities were damaged, destroyed and repaired, in the proportion that each respective Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas. Said balance attributable to Time Period Furnishings, if any, shall be distributed to the Owners of Units or Time Period Units damaged, destroyed and repaired in which said Time Period Furnishings were located in the proportion that said Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas.

13.07 Partition and Distribution. In the event that Owners holding at least seventy-five percent (75%) of the total votes of the Association shall agree, within one hundred (100) days after destruction of or damage to three-fourths (3/4) or more of the Condominium Building, not to repair or rebuild, the Association shall file with the County Recorder for Summit County, State of Utah, a notice setting forth such facts. Upon filing of such notice, the following shall occur:

(a) The Project, except Time Period Furnishings and funds in the Furniture and Maintenance Fund, shall be deemed to be owned in common by the Owners;

(b) The undivided interest in the Project so owned in common which shall appertain to each Owner shall be the fraction of undivided interest previously owned by such Owner in the Common Areas;

(c) Any liens affecting any of the Condominiums or Time Period Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest in the Project of the Owner of the Condominium or Time Period Condominium to which the lien is attached;

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(d) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with funds in the Common Expense Fund and the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners in the proportion that each respective Owner's undivided interests in the Project bears to the total of all Owners' undivided interest in the Project, after first paying out of the respective share of each Owner, to the extent sufficient for such purpose, all liens on the undivided interest in the Project owned by such Owner;

(e) After transfer of title pursuant to Section 4.07, the Time Period Furnishings and funds in the Furniture and Maintenance Fund shall be deemed to be owned in common by all Owners of Time Period Condominiums related to Units that have been Committed to Maintenance as provided in Section 4.03, and each such Owner shall own an undivided interest therein in the proportion that his undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas; and

(f) The Time Period Furnishings owned by the Association and the funds in the Furniture and Maintenance Fund shall be subject to an action for partition at the suit of any Owner described in Section 13.07(e), in which event the net proceeds of any sale resulting from such suit for partition, together with the funds in the Furniture and Maintenance Fund, if any, shall be considered as one fund and shall be divided among all such Owners in the proportion that each such Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas, after first paying all liens against the Time Period Furnishings.

ARTICLE XIV

OBSOLESCENCE

14.01 Adoption of Plan. Owners holding seventy-five percent (75%) or more of the total votes of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project, provided that such plan has the unanimous approval of seventy-five percent (75%) or more of all first Mortgagees of record at the time such plan is adopted. Written notice of adoption of such a plan, together with a copy of the plan, shall be given to all Owners.

14.02 Payment for Renewal and Reconstruction. The expense of renewal and reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums or Time Period Condominiums. Such

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assessments shall be levied in advance and shall be allocated and collected as provided in Section 10.04, except that the vote therein specified shall not be necessary. Further levies may be made in a like manner if the amounts collected prove insufficient to pay all costs of renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the assessments levied by the Association.

14.03 Sale of Condominium Project. Notwithstanding all other provisions of this Declaration, the Owners may, by an affirmative vote of at least seventy-five percent (75%) of the total votes of the Association, at a meeting of Owners duly called for such purpose, elect to sell or otherwise dispose of the Project. Such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale. The proceeds of any such sale, except that portion of the proceeds derived from sale of the Time Period Furnishings, shall be divided among all Owners in proportion to the undivided interest in the Common Areas owned by each respective Owner after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the interest of such owner in the Project. That portion of the proceeds of any such sale derived from sale of the Time Period Furnishings owned by the Association shall be divided among all Owners described in Section 13.07(e) in the proportion that each such Owner's undivided interest in the Common Areas bears to the total of all such Owner's undivided interests in the Common Areas, after first paying all liens and security interests against the Time Period Furnishings.

14.04 Amendment of Article. This Article shall not be amended unless the Owners of seventy-five percent (75%) or more of all Condominiums or Time Period Condominiums in the Project consent and agree to such amendment by instruments duly executed and recorded.

ARTICLE XV

CONDEMNATION

15.01 Condemnation. If, at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

15.02 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation

award") shall be made payable to the Association and shall be distributed by the Association as herein provided.

15.03 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the interest of such Owner in the Project.

15.04 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. If apportionment or allocation is established by applicable negotiations, judicial decree, or statute, the Association shall employ such apportionment and allocation to the extent appropriate. Otherwise, as soon as practicable, the Association shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units or Time Period Units have been taken) in proportion to their respective undivided interests in the Common Areas;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums or Time Period Condominiums that have not been taken in the proportion that said Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owners of Condominiums or Time Period Condominiums related to such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) Distribution of allocated proceeds shall be made by check payable jointly to each Owner and his respective Mortgagees, as appropriate.

(b) Continuation and Reorganization. If less than the entire

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Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate, but shall continue. If any partial taking results in the taking of an entire Unit or Time Period Unit, the Owner thereof shall cease to be a Member of the Association. The Association shall reallocate the voting rights and the undivided interest in the Common Areas appertaining to such Unit or Time Period Unit in accordance with the provisions of the Condominium Act.

(c) Reconstruction or Repair. Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XIII for cases of Damage or Destruction.

ARTICLE XVI

CONDOMINIUM BUILDING AND COMMON AREAS

16.01 Condominium Building. The Condominium Building consists of two (2) buildings, containing a total of thirty-one (31) Units as shown on the Map. Each Unit has been divided into fifty-two (52) Time Period Weeks, as provided in this Declaration. The Condominium Building is constructed principally of concrete footings and foundations and wood framing covered with exterior wood siding; basement floors are concrete and all other floors are wood joist framing; floors not covered with carpet will be surfaced with linoleum, asphalt tile or equivalent materials; the roof is composed of wood frame covered with plywood and surfaced with asphalt shingles or equivalent materials; interior walls are surfaced with gypsum board or other equivalent materials.

16.02 Limited Common Areas. Each balcony, each patio, each deck, and each storage unit, if any, as shown on the Map, shall be Limited Common Areas for exclusive use by the Owner of the particular Unit (or Time Period Units related to such Unit) to which such balcony, patio, deck, parking stall or storage unit is assigned and/or contiguous as shown on the Map. The Time Period Furnishings shall be Limited Common Areas for exclusive use by the Owners of the Time Period Units related to the particular Unit within which such Time Period Furnishings are located. Time Period Furnishings shall not be deemed to belong to any particular Unit, and the Association and the Manager shall have the right to move said Time Period Furnishings from one Unit to another from time to time as the Association and the Manager, in their sole discretion, shall deem to be advisable to effectively manage the Project.

16.03 Common Parking. Parking shall be permitted in the area designated on the Map as "Common Parking". Each Residential Owner and Time Period Owner shall be entitled to the use of one (1) parking stall in the area designated as Common Parking during his period of use as set forth in the Declaration.

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ARTICLE XVII

MORTGAGE PROTECTION

17.01 Mortgagee Protection. No breach of any of the covenants, conditions, restrictions or limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions or limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, trustee's sale or by deed of assignment in lieu of foreclosure.

17.02 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions hereto shall constitute a lien on each respective Condominium or Time Period Condominium prior and superior to all other liens except: (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Condominium or Time Period Condominium made in good faith and for value and recorded prior to the date on which any such assessment became due.

17.03 Prior Liens Relate Only to Individual Units. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Condominium or Time Period Condominium and not to the Project as a whole.

17.04 Mortgage Holder Rights in Event of Foreclosure. Whenever the Mortgagee of a Mortgage of record obtains title to a Condominium or Time Period Condominium by the foreclosure of the Mortgage on the Condominium or Time Period Condominium Unit or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium or Time Period Condominium free of any claims for unpaid assessments and charges against the Condominium or Time Period Condominium which accrued prior to the date of the acquisition of title to such Condominium or Time Period Condominium by such acquirer except for claims for pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Condominiums or Time Period Condominiums in the Project, including the mortgaged Condominium or Time Period Condominium. Such unpaid share of assessments shall be deemed to be common expenses collectible prospectively pro rata from all of the Condominiums or Time Period Condominiums in the Project, including the Condominium or Time Period Condominium which has been acquired in accordance with the provisions of this Section.

17.05 Notice to First Mortgage Holders. The Association shall give the applicable first Mortgagee, if any, prompt notice of any default in the Condominium or Time Period Condominium mortgagor's obligations under the condominium documents not cured within thirty (30) days of default.

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17.06 Matters Requiring Mortgagee Approval. Notwithstanding any other provision contained within this Declaration, at least two-thirds (2/3) (based upon one vote for each first Mortgage owned per Condominium Unit) of the first Mortgagees of any Condominium or Time Period Condominium as then appears on the official records of Summit County, Utah, shall have given their prior written approval before the Association shall be entitled to:

(a) By act or omission, seek to abandon or terminate the Project;

(b) Change the pro rata interest or obligations of any individual Condominium or Time Period Condominium for the purpose of:

(i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) Determining the pro rata share of ownership of each Condominium or Time Period Condominium in the Common Areas and Common Facilities;

(c) By act or omission, seek to abandon, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause);

(d) Use hazard insurance proceeds for losses to the Project (whether to Units, Common Areas, or Common Facilities) for other than the repair, replacement or reconstruction of such condominium property, except as provided by the Condominium Act and Article XII in case of substantial loss to the Units, Common Areas and/or Common Facilities of the Project.

17.07 Amendment. No provision of this Article XVII shall be amended without the prior written consent of at least two-thirds (2/3) (based on one vote for each Mortgage) of all first Mortgagees as appear on the official records of Summit County, State of Utah, as of the date of such amendment.

ARTICLE XVIII

CONTRACTIBLE CONDOMINIUM

18.01 Reservation of Option to Contract. The Declarant hereof expressly reserves the option and right to contract the Powder Pointe Condominiums pursuant to the provisions of this Article:

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(a) Consent of Owners Not Required. The consent of the Owners in the Project shall not be required for such contraction and the Declarant may proceed with such contraction at its sole option and without any limitation other than such limitations as are specifically set forth herein and in the Act.

(b) Preparation and Recording of Supplemental Map and Amendment. Prior to withdrawing Withdrawable Land from the Project the Declarant shall:

(i) record, with regard to the Withdrawable Land that is being withdrawn from the Project, a supplemental record of survey map (the "Supplemental Map") which shall describe the land withdrawn from the Project and comply in all respects with this Article XVIII. Each such Supplemental Map shall be certified as to its accuracy and compliance with the requirements of the Act by the land surveyor who prepared or supervised the preparation thereof; and

(ii) prepare, execute and record simultaneously with each Supplemental Map as attorney-in-fact of the Owners an amendment to the Declaration (the "Amendment") which shall contain a legal description by metes and bounds of the Withdrawable Land which is to be withdrawn from the Project after its contraction shall be allocated undivided interests in the Common Areas on the same basis as Units initially constructed in the Project as reflected in Exhibit "A" attached hereto. Such Amendment shall describe or delineate the Limited Common Areas and Limited Common Facilities, if any, which are to be appurtenant to the Units remaining in the Project after its contraction.

(c) Submission of Supplemental Map and Amendment to Mortgage Servicer. Prior to contracting the Project by withdrawing the Withdrawable Land from the Project, the Declarant shall provide the Mortgage Servicer with a copy of the Supplemental Record of Survey Map and the Amendment to the Declaration describing the contraction of the Project.

(d) Expiration of Right to Contract. This option to contract the Project shall expire seven (7) years after the recording of this Declaration; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to contract the Project by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

18.02 Description of Withdrawable Land. The Withdrawable Land which may, at the option of Declarant, be withdrawn from the Project is located in the City of Park City, Summit County, State of Utah, and is more particularly described as follows, to-wit:

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PARCEL B:

Beginning at a point which is East 1300.954 feet and North 373.766 feet from the Southwest corner of Section 9, T. 2 S., R. 4 E., S.L.B. & M. and running thence South 55°09'22" West, 69.220 feet to the Easterly right-of-way Line of Empire Avenue, Park City, Utah; thence North 30° 36'00" West, 84.976 feet along said right-of-way line to a point of curvature of a 475.000 foot radius curve to the right (radius point bears North 59°24'00" East); thence Northwesterly along the arc of said curve 24.330 feet (Delta=2°56'05") along said right-of-way; thence North 55°30'00" East, 182.510 feet to the Westerly right-of-way line of Woodside Avenue; thence South 34°30'00" East, 109.000 feet along said right-of-way line to the point of beginning.

18.03 No Withdrawal of Less Than All Withdrawable Land. Declarant shall be under no obligation to withdraw all or any portion of the Withdrawable Land from the Project. However, if Declarant elects to contract the Project, Declarant shall be obligated to withdraw all Withdrawable Land from the Project.

ARTICLE XIX

GENERAL PROVISIONS

19.01 Intent and Purpose. The provisions of this Declaration and any supplemental or subsequent Declaration or amendments thereto, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this Condominium Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or subsequent Declaration or amendments hereto, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

19.02 Interpretation. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. The article and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise limit or affect the content, meaning, or intent of this Declaration or any article, section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

19.03 Registration of Mailing Addresses. Each Owner shall register from time to time with the Association and with the Manager his current mailing address. All notices or demands intended to be served upon any Owner

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may be sent by first class U.S. Mail, postage prepaid, addressed to the Owner at his last registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. Mail, postage prepaid, addressed to the Association at its offices at 68 South Main Street, Suite 800, Salt Lake City, Utah 84101, or to such other address as the Association may hereafter furnish to the Owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section.

19.04 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

19.05 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least fifty-one percent (51%) of the total votes of the Association consent and agree to such amendment by instruments duly recorded in the Office of the County Recorder for Summit County, State of Utah.

19.06 Effective Date. This Declaration and every provision thereof shall take effect upon recording.

19.07 Agent for Service. The agent for service of process under the Condominium Act shall be Charles W. Akerlow, 68 South Main Street, Suite 800, Salt Lake City, Utah 84101. The Association shall have the right, at any time and from time to time, to appoint a successor or substitute agent for service of process. The name and address of each successor or substitute agent for service of process shall be set forth in an appropriate instrument duly executed and recorded in the Office of the County Recorder for Summit County, State of Utah.


19.08 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling under contract his Condominium or Time Period Condominium. The Owner of a Condominium or Time Period Condominium within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after he conveys such Condominium or Time Period Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

DECLARANT:

SNOWCREST II PARTNERSHIP

By:


Charles W. Akerlow, General Partner

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By: [Signature]
John J. Thomas, General Partner

By: [Signature]
Brent R. Dyer, General Partner

SNOWCREST III PARTNERSHIP

By: [Signature]
Charles W. Akerlow, General Partner

By: [Signature]
John J. Thomas, General Partner

By: [Signature]
Brent R. Dyer, General Partner

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On the 17th day of February, 1983, personally appeared before me CHARLES W. AKERLOW, JOHN J. THOMAS, and BRENT R. DYER, who being by me duly sworn did say that they are the General Partners of SNOWCREST II PARTNERSHIP, a Utah general partnership, and that the within and foregoing Declaration of Condominium was signed on behalf of said partnership, and said CHARLES W. AKERLOW, JOHN J. THOMAS, and BRENT R. DYER, duly acknowledged to me that said partnership executed the same.



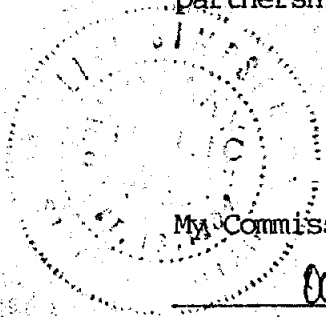
My Commission Expires:
Oct. 13, 1984

[Signature]
NOTARY PUBLIC
Residing at:

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STATE OF UTAH)
)
 . SS
COUNTY OF Salt Lake)

On the 17th day of February, 1983, personally appeared before me CHARLES W. AKERLOW, JOHN J. THOMAS, and BRENT R. DYER, who being by me duly sworn did say that they are the General Partners of SNOWCREST III PARTNERSHIP, a Utah general partnership, and that the within and foregoing Declaration of Condominium was signed on behalf of said partnership, and said CHARLES W. AKERLOW, JOHN J. THOMAS, and BRENT R. DYER, duly acknowledged to me that said partnership executed the same.



My Commission Expires:

Oct. 13, 1984



NOTARY PUBLIC
Residing at:

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EXHIBIT "A"

SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE POWDER POINTE
CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT

1. Unit Number. Each Unit in the Project shall be assigned the unit number by which such Unit is identified on the Map and in Schedule I attached to and forming a part of this Exhibit "A".

2. Time Period Unit Number. Each Time Period Unit in the Project shall be assigned the Time Period Unit Number by which the Time Period Unit is identified on the Map and in Schedule I attached to and forming a part of this Exhibit "A". The Time Period Unit Number for each Time Period Unit shall be a three-part symbol (e.g., T-000-00) which shall indicate the following:

(a) The Letter "T" preceeding the numerical designation shall indicate that the Time Period Unit is part of a Time Period Estate.

(b) The second part of the Time Period Unit Number shall be a numerical designation which shall indicate the number of the Unit related to the Time Period estate (from 210 through 249), as such Unit is identified on the Map and in Schedule I (e.g., T-210-00 through T-249-00).

(c) The third part of the Time Period Unit Number shall be a letter designation which shall designate the particular Use Periods assigned to the Time Period Unit (e.g., A-M). The nature and assignment of Use Periods is established and described in Paragraph 4 below.

3. Calendar Weeks. Each Unit shall be available for use during fifty-one (51) of the fifty-two (52) calendar weeks during the Use Year. The 44th calendar week in each Unit has been designated as a maintenance week during which each of the Units will be cleaned, repaired and refurbished. A Use Year is the one year period commencing on check-in-time on the first Friday of January of each calendar year. Each calendar week, consisting of seven (7) consecutive calendar days and running from Friday to Friday, is hereinafter referred to as a "Calendar Week". Calendar Weeks are consecutively numbered during the Use Year from 1 through 52. The first Calendar Week shall run from the first Friday of the Use Year to the next Friday of the Use Year. The second Calendar Week shall run from the second Friday of the Use Year to the next Friday of the Use Year. The remaining fifty Calendar Weeks shall follow in succession. The Calendar Weeks are specifically described in Schedule II attached to and forming a part of this Exhibit "A".

4. Use Periods. Each Time Period Unit in the Project has been assigned a Use Period (from A to M) in the Unit to which it relates, as

reflected in the third part of the Time Period Unit Number assigned to each Time Period Unit in Schedule I. The partial Calendar Weeks that are assigned to the Use Period appurtenant to each Time Period Unit are shown in Schedule III of this Exhibit "A". Calendar Week numbered 44 has been reserved each year as the maintenance week for each of the Time Period Units. Calendar Weeks which have been designated as maintenance weeks are identified in Schedule III by the letter "M".

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SCHEDULE 1 TO EXHIBIT A

UNITS, TIME PERIOD UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES

A. PERCENTAGE INTEREST AND VOTES APPURTENANT
TO UNITS

<u>UNIT NO.</u>	<u>SIZE*</u>	<u>UNDIVIDED OWNERSHIP INTEREST** PERCENT AND VOTES</u>
A 101	596	2.7259
102	604	2.7625
103	596	2.7259
201	616	2.8174
202	616	2.8174
203	616	2.8174
204	616	2.8174
205	616	2.8174
301	881	4.0295
302	881	4.0295
303	881	4.0295
304	881	4.0295
305	881	4.0295
B 101	587	2.6848
102	587	2.6848
103	587	2.6848
104	587	2.6848
105	602	2.7534
106	602	2.7534
201	602	2.7534
202	602	2.7534
203	605	2.7671
204	602	2.7534
205	602	2.7534
206	859	3.9288
207	859	3.9288
301	859	3.9288
302	859	3.9288
303	864	3.9517
304	859	3.9288
305	859	3.9288
	<hr/> 21,864	<hr/> 100.0000

* Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Map and rounded off.

** Undivided Ownership Percentages have been computed on the basis of the relative sizes of the Units, as shown above and rounded off.

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SCHEDULE 1 TO EXHIBIT A

UNITS, TIME PERIOD UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES

B. PERCENTAGE INTEREST AND VOTES APPURTENANT
TO TIME PERIOD UNITS

<u>UNIT NO.</u>	<u>UNDIVIDED INTERESTS PER TIME PERIOD UNIT PERCENT AND VOTES*</u>
T-A101-A through T-A101-M	.2097
T-A102-A through T-A102-M	.2125
T-A103-A through T-A103-M	.2097
T-A201-M through T-A201-M	.2167
T-A202-A through T-A202-M	.2167
T-A203-A through T-A203-M	.2167
T-A204-A through T-204-M	.2167
T-A205-A through T-A205-M	.2167
T-A301-A through T-A301-M	.3100

<u>UNIT NO.</u>	<u>UNDIVIDED INTERESTS PER TIME PERIOD UNIT PERCENT AND VOTES</u>
T-A302-A through T-A302-M	.3100
T-A303-A through T-303-M	.3100
T-A304-A through T-A304-M	.3100
T-A305-A through T-A305-M	.3100
T-B101-A through T-B101-M	.2065
T-B102-A through T-B102-M	.2065
T-B103-A through T-B103-M	.2065
T-B103-A through T-B104-M	.2065
T-B105-A through T-B105-M	.2118
T-B106-A through T-B106-M	.2118
T-B201-A through T-B201-M	.2118
T-B202-A through T-B202-M	.2118

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<u>UNIT NO.</u>	<u>UNDIVIDED INTERESTS PER TIME PERIOD UNIT PERCENT AND VOTES *</u>
T-B203-A through T-B203-M	.2129
T-B204-A through T-B204-M	.2118
T-B205-A through T-B205-M	.2118
T-B206-A through T-B206-M	.3022
T-B207-A through T-B207-M	.3022
T-B301-A through T-B301-M	.3022
T-B302-A through T-B302-M	.3022
T-B303-A through T-B303-M	.3041
T-B304-A through T-304-M	.3022
T-B305-A through T-B305-M	.3022

*Undivided Ownership Percentages appurtenant to each Time Period Unit have been computed by dividing each undivided Ownership appurtenant to the Units to which the Time Period relate by 13 (13 being the number of Time Period Units within each Unit).

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SCHEDULE II TO EXHIBIT "A"

CALENDAR WEEK DESIGNATION

CALENDAR
WEEK

- 1 The 1st Friday of the year to the 2nd Friday of the same year.
- 2 The 2nd Friday of the year to the 3rd Friday of the same year.
- 3 The 3rd Friday of the year to the 4th Friday of the same year.
- 4 The 4th Friday of the year to the 5th Friday of the same year.
- 5 The 5th Friday of the year to the 6th Friday of the same year.
- 6 The 6th Friday of the year to the 7th Friday of the same year.
- 7 The 7th Friday of the year to the 8th Friday of the same year.
- 8 The 8th Friday of the year to the 9th Friday of the same year.
- 9 The 9th Friday of the year to the 10th Friday of the same year.
- 10 The 10th Friday of the year to the 11th Friday of the same year.
- 11 The 11th Friday of the year to the 12th Friday of the same year.
- 12 The 12th Friday of the year to the 13th Friday of the same year.
- 13 The 13th Friday of the year to the 14th Friday of the same year.
- 14 The 14th Friday of the year to the 15th Friday of the same year.
- 15 The 15th Friday of the year to the 16th Friday of the same year.
- 16 The 16th Friday of the year to the 17th Friday of the same year.
- 17 The 17th Friday of the year to the 18th Friday of the same year.
- 18 The 18th Friday of the year to the 19th Friday of the same year.
- 19 The 19th Friday of the year to the 20th Friday of the same year.
- 20 The 20th Friday of the year to the 21st Friday of the same year.
- 21 The 21st Friday of the year to the 22nd Friday of the same year.

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SCHEDULE II TO EXHIBIT "A"

(Continued)

CALENDAR WEEK DESIGNATION

CALENDAR
WEEK

- | | |
|----|--|
| 22 | The 22nd Friday of the year to the 23rd Friday of the same year. |
| 23 | The 23rd Friday of the year to the 24th Friday of the same year. |
| 24 | The 24th Friday of the year to the 25th Friday of the same year. |
| 25 | The 25th Friday of the year to the 26th Friday of the same year. |
| 26 | The 26th Friday of the year to the 27th Friday of the same year. |
| 27 | The 27th Friday of the year to the 28th Friday of the same year. |
| 28 | The 28th Friday of the year to the 29th Friday of the same year. |
| 29 | The 29th Friday of the year to the 30th Friday of the same year. |
| 30 | The 30th Friday of the year to the 31st Friday of the same year. |
| 31 | The 31st Friday of the year to the 32nd Friday of the same year. |
| 32 | The 32nd Friday of the year to the 33rd Friday of the same year. |
| 33 | The 33rd Friday of the year to the 34th Friday of the same year. |
| 34 | The 34th Friday of the year to the 35th Friday of the same year. |
| 35 | The 35th Friday of the year to the 36th Friday of the same year. |
| 36 | The 36th Friday of the year to the 37th Friday of the same year. |
| 37 | The 37th Friday of the year to the 38th Friday of the same year. |
| 38 | The 38th Friday of the year to the 39th Friday of the same year. |
| 39 | The 39th Friday of the year to the 40th Friday of the same year. |
| 40 | The 40th Friday of the year to the 41st Friday of the same year. |
| 41 | The 41st Friday of the year to the 42nd Friday of the same year. |

SCHEDULE II TO EXHIBIT "A"

(Continued)

CALENDAR WEEK DESIGNATION

CALENDAR
WEEK

- | | |
|----|--|
| 42 | The 42nd Friday of the year to the 43rd Friday of the same year. |
| 43 | The 43rd Friday of the year to the 44th Friday of the same year. |
| 44 | The 44th Friday of the year to the 45th Friday of the same year. |
| 45 | The 45th Friday of the year to the 46th Friday of the same year. |
| 46 | The 46th Friday of the year to the 47th Friday of the same year. |
| 47 | The 47th Friday of the year to the 48th Friday of the same year. |
| 48 | The 48th Friday of the year to the 49th Friday of the same year. |
| 49 | The 49th Friday of the year to the 50th Friday of the same year. |
| 50 | The 50th Friday of the year to the 51st Friday of the same year. |
| 51 | The 51st Friday of the year to the 52nd Friday of the same year. |
| 52 | The 52nd Friday of the year to the 1st Friday of the next year. |

RECORDER'S MEMO
 LEGIBILITY OF WRITING, TYPING OR
 PRINTING UNSATISFACTORY IN THIS
 DOCUMENT WHEN RECEIVED.

SCHEDULE III TO EXHIBIT A
 POWDER POINTE TINESHART CONDOMINIUM
 USE PERIOD SCHEDULE

A	B	C	D	E	F	G	H	I	J	K	L	M
2/25/83	3/ 4/83	3/11/83	3/18/83	3/25/83		1/ 7/83	1/14/83	1/21/83	1/28/83	2/ 4/83	2/11/83	2/18/83
3/27/83	5/ 1/83	5/10/83	5/17/83	5/24/83	4/ 1/83	4/ 8/83	4/15/83	4/22/83	4/29/83	5/ 6/83	5/13/83	5/20/83
8/26/83	9/ 2/83	9/ 9/83	9/16/83	9/23/83	9/30/83	10/ 7/83	10/14/83	10/21/83M	11/ 4/83	11/11/83	11/18/83	11/25/83
12/ 2/83	12/ 9/83	12/16/83	12/23/83	12/30/83								
					1/ 5/84	1/13/84	1/20/84	1/27/84	2/ 3/84	2/10/84	2/17/84	2/24/84
3/ 2/84	3/ 9/84	3/16/84	3/23/84	3/30/84	4/ 6/84	4/13/84	4/20/84	4/27/84	5/ 4/84	5/11/84	5/18/84	5/25/84
6/11/84	6/ 8/84	6/15/84	6/22/84	6/29/84	7/ 6/84	7/13/84	7/20/84	7/27/84	8/ 3/84	8/10/84	8/17/84	8/24/84
8/31/84	9/ 7/84	9/14/84	9/21/84	9/28/84	10/ 5/84	10/12/84	10/19/84	10/26/84M	11/ 9/84	11/16/84	11/23/84	11/30/84
12/ 7/84	12/14/84	12/21/84	12/28/84									
				1/ 4/85	1/11/85	1/18/85	1/25/85	2/ 1/85	2/ 8/85	2/15/85	2/22/85	3/ 1/85
3/ 9/85	3/15/85	3/22/85	3/29/85	4/ 5/85	4/12/85	4/19/85	4/26/85	5/ 3/85	5/10/85	5/17/85	5/24/85	5/31/85
6/ 7/85	6/14/85	6/21/85	6/28/85	7/ 5/85	7/12/85	7/19/85	7/26/85	8/ 2/85	8/ 9/85	8/16/85	8/23/85	8/30/85
9/6/85	9/13/85	9/20/85	9/27/85	10/ 4/85	10/11/85	10/18/85	10/25/85M	11/ 8/85	11/15/85	11/22/85	11/29/85	12/ 6/85
12/13/85	12/20/85	12/27/85										
		1/ 3/86	1/10/86	1/17/86	1/24/86	1/31/86	2/ 7/86	2/14/86	2/21/86	2/28/86	3/ 7/86	
3/14/86	3/21/86	3/28/86	4/ 4/86	4/11/86	4/18/86	4/25/86	5/ 2/86	5/ 9/86	5/16/86	5/23/86	5/30/86	6/ 6/86
6/13/86	6/20/86	6/27/86	7/ 4/86	7/11/86	7/18/86	7/25/86	8/ 1/86	8/ 8/86	8/15/86	8/22/86	8/29/86	9/ 5/86
9/12/86	9/19/86	9/26/86	10/ 3/86	10/10/86	10/17/86	10/24/86M	11/ 7/86	11/14/86	11/21/86	11/28/86	12/ 5/86	12/12/86
12/19/86	12/26/86											
		1/ 2/87	1/ 9/87	1/16/87	1/23/87	1/30/87	2/ 6/87	2/13/87	2/20/87	2/27/87	3/ 6/87	3/13/87
3/20/87	3/27/87	4/ 3/87	4/10/87	4/17/87	4/24/87	5/ 1/87	5/ 8/87	5/15/87	5/22/87	5/29/87	6/ 5/87	6/12/87
6/19/87	6/26/87	7/ 3/87	7/10/87	7/17/87	7/24/87	7/31/87	8/ 7/87	8/14/87	8/21/87	8/28/87	9/ 4/87	9/11/87
9/18/87	9/25/87	10/ 2/87	10/ 9/87	10/16/87	10/23/87M	11/6/87	11/13/87	11/20/87	11/27/87	12/ 4/87	12/11/87	12/18/87
12/25/87												

SCHEDULE III TO EXHIBIT A
 POWDER POINTE TINESHART CONDOMINIUM
 USE PERIOD SCHEDULE
 PAGE TWO

A	B	C	D	E	F	G	H	I	J	K	L	M
3/25/88	1/ 1/88	1/ 8/88	1/15/88	1/22/88	1/29/88	2/ 5/88	2/12/88	2/19/88	2/26/88	3/ 4/88	3/11/88	3/18/88
5/24/88	4/ 1/88	4/ 8/88	4/15/88	4/22/88	4/29/88	5/ 6/88	5/13/88	5/20/88	5/27/88	6/ 3/88	6/10/88	6/17/88
9/23/88	7/ 1/88	7/ 8/88	7/15/88	7/22/88	7/29/88	8/ 5/88	8/12/88	8/19/88	8/26/88	9/ 2/88	9/9/88	9/16/88
12/30/88	9/30/88	10/7/88	10/14/88	10/21/88M	11/ 4/88	11/11/88	11/18/88	11/25/88	12/ 2/88	12/ 9/88	12/16/88	12/23/88
	1/ 6/89	1/13/89	1/20/89	1/27/89	2/ 3/89	2/10/89	2/17/89	2/24/89	3/ 3/89	3/10/89	3/17/89	3/24/89
3/31/89	4/ 7/89	4/14/89	4/21/89	4/28/89	5/ 5/89	5/12/89	5/19/89	5/26/89	6/ 2/89	6/ 9/89	6/16/89	6/23/89
6/30/89	7/ 7/89	7/14/89	7/21/89	7/28/89	8/ 4/89	8/11/89	8/18/89	8/25/89	9/ 1/89	9/ 8/89	9/15/89	9/22/89
9/29/89	10/ 6/89	10/13/89	10/20/89	10/27/89M	11/10/89	11/17/89	11/24/89	12/ 1/89	12/8/89	12/15/89	12/22/89	12/29/89
	1/ 5/90	1/12/90	1/19/90	1/26/90	2/ 2/90	2/ 9/90	2/16/90	2/23/90	3/ 2/90	3/9/90	3/16/90	3/23/90
4/ 6/90	4/13/90	4/20/90	4/27/90	5/ 4/90	5/11/90	5/18/90	5/25/90	6/ 1/90	6/ 8/90	6/15/90	6/22/90	6/29/90
7/6/90	7/13/90	7/20/90	7/27/90	8/ 3/90	8/10/90	8/17/90	8/24/90	8/31/90	9/ 8/90	9/14/90	9/21/90	9/28/90
10/ 5/90	10/12/90	10/19/90	10/26/90M	11/ 9/90	11/16/90	11/23/90	11/30/90	12/ 7/90	12/14/90	12/21/90	12/28/90	
												1/ 4/91
1/11/91	1/18/91	1/25/91	2/ 1/91	2/ 8/91	2/15/91	2/22/91	3/ 1/91	3/ 8/91	3/15/91	3/22/91	3/29/91	4/5/91
4/12/91	4/19/91	4/26/91	5/ 3/91	5/10/91	5/17/91	5/24/91	5/31/91	6/ 7/91	6/14/91	6/21/91	6/28/91	7/ 5/91
7/12/91	7/19/91	7/26/91	8/ 2/91	8/ 9/91	8/16/91	8/23/91	8/30/91	9/ 6/91	9/13/91	9/20/91	9/27/91	10/ 4/91
10/11/91	10/18/91	10/25/91M	11/ 8/91	11/15/91	11/22/91	11/29/91	12/ 6/91	12/13/91	12/20/91	12/27/91		

SCHEDULE III TO EXHIBIT A
 POWDER POINTE TINESHART CONDOMINIUM
 USE PERIOD SCHEDULE
 PAGE THREE

A	B	C	D	E	F	G	H	I	J	K	L	M
1/17/92	1/24/92	1/31/92	2/ 7/92	2/14/92	2/21/92	2/28/92	3/ 6/92	3/13/92	3/20/92	3/27/92	4/ 3/92	4/10/92
4/17/92	4/24/92	5/ 1/92	5/ 8/92	5/15/92	5/22/92	5/29/92	6/ 5/92	6/12/92	6/19/92	6/26/92	7/ 3/92	7/10/92
7/17/92	7/24/92	7/31/92	8/ 7/92	8/14/92	8/21/92	8/28/92	9/ 4/92	9/11/92	9/18/92	9/25/92	10/ 2/92	10/9/92
10/16/92	10/23/92M	11/ 6/92	11/13/92	11/20/92	11/27/92	12/ 4/92	12/11/92	12/18/92	12/25/92			
										1/ 1/93	1/ 8/93	1/15/93
1/22/93	1/29/93	2/ 5/93	2/12/93	2/19/93	2/26/93	3/ 5/93	3/12/93	3/19/93	3/26/93	4/ 2/93	4/ 9/93	4/16/93
4/23/93	4/30/93	5/ 7/93	5/14/93	5/21/93	5/28/93	6/ 4/93	6/11/93	6/18/93	6/25/93	7/ 2/93	7/ 9/93	7/16/93
7/21/93	7/30/93	8/ 5/93	8/13/93	8/20/93	8/27/93	9/ 3/93	9/10/93	9/17/93	9/24/93	10/1/93	10/ 8/93	10/15/93
10/22/93M	11/ 5/93	11/12/93	11/19/93	11/26/93	12/ 3/93	12/10/93	12/17/93	12/24/93	12/31/93			
										1/ 7/94	1/14/94	1/21/94

ARTICLES OF INCORPORATION
OF
POWDER POINTE CONDOMINIUMS
OWNERS ASSOCIATION

Charles W. Akerlow, the undersigned natural person over the age of twenty-one years, acting as incorporator of a nonprofit corporation pursuant to the Utah Nonprofit Corporation and Cooperative Association Act, hereby adopts the following Articles of Incorporation for such nonprofit corporation.

ARTICLE I

NAME

The name of the nonprofit corporation is Powder Pointe Condominium Owners Association, hereinafter referred to as the "Association".

ARTICLE II

DURATION

The Association shall exist perpetually or until dissolved pursuant to law.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing Powder Pointe Condominiums, a Utah condominium project, hereinafter referred to as the "Project", located upon the following described real property in Summit, State of Utah:

Beginning at a point which is East 1300.954 Feet and North 373.766 Feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Base and Meridian and running thence South 55°09'22" West, 69.22 Feet; thence South 60°23'14" West, 120.897 feet to the Easterly right-of-way line of Empire Avenue, Park City, Utah; thence North 30°36'00" West, 71.910 feet along said right-of-way line to a point of curvature of a 475.000 foot radius curve to the right (radius point bears North 59°24'00" East); thence Northwesterly along the arc of said curve 60.588 feet (Delta=7°18'30") along said right-of-way; thence North 23°17'30" West, 55.902 feet along said right-of-way to a point of curvature of a 5,000 foot radius to the right (radius point bears North 66°42'30" East); thence Northeasterly along the arc of said curve 8.238 feet (Delta=94° 23'39") to the Southerly right-of-way line of 15th Street to a point of curvature of a 352.666 foot radius curve to the left (radius point bears North 18°53'41" West); thence Northeasterly along the arc of said curve and right-of-way 16.856 feet (Delta=2°44'19"); thence North 68°22'00" East, 55.040 feet along said right-of-way to a point of curvature of a 283.553 foot radius curve to the right (radius point bears South 21°38'00" East); thence Northeasterly along the arc of said curve and right-of-way 93.016 feet (Delta=18°47'43") to a point of curvature of a 8.460 foot radius curve to the right (radius point bears South 2°50'17" East); thence Southeasterly along the arc of said curve 8.614 feet (Delta=58°20'17") to the Westerly right-of-way line of Woodside Avenue; thence South 34°30'00" East, 141.645 feet along said right-of-way line to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH any and all easements, right-of-ways and restrictions of record.

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration of Condominium for Powder Pointe Condominiums, a

Utah condominium project (hereinafter referred to as the "Declaration", which document has been or will be recorded in the Office of the County Recorder for Summit County, State of Utah. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Trustees, officers or members of the Association, except as otherwise provided in these Articles of Incorporation, in the Declaration, or by Utah law.

ARTICLE IV

POWERS

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charges and assessments provided for in said Declaration;

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell, and dispose of any and all kinds and character of real, personal, and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, to exercise all rights, powers, and privileges appertaining thereto; and

(c) The power to do any and all things that a nonprofit corporation may now or hereafter do under the laws of the State of Utah.

ARTICLE V

MEMBERSHIP

The members of the Association shall be Owners of Condominiums or Time Period Condominiums within the project as shown on the Register of Owners of the Association. The term

"Owner" shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes. If ownership of a Condominium or Time Period Condominium in the Project is jointly held, the membership appertaining to such Condominium or Time Period Condominium shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each membership in the Association shall be appurtenant to and shall not be separated from the Condominium or Time Period Condominium to which it relates. No person or entity other than an Owner of a Condominium or Time Period Condominium in the Project may be a member of the Association.

ARTICLE VI

MEMBERSHIP CERTIFICATES

The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming the record Owner of the Condominium or Time Period Condominium to which such membership appertains and shall cease immediately and automatically upon ceasing to be the record Owner of such Condominium or Time Period Condominium.

ARTICLE VII

VOTING RIGHTS

All voting rights of the Association shall be exercised by the members, each member being entitled to the number of votes related to the Condominium or Time Period Condominium appertaining to his membership, as set forth in the Declaration. At the election of Trustees, each member entitled to vote at such election shall have the right to accumulate his votes by giving one candidate as many votes as shall equal the number of Trustees to be elected multiplied by the number of votes relating to his membership, or by distributing such votes on the same principle among any number of candidates. If a membership is jointly held, any or all holders thereof may attend any meeting of the members, but such holders must act unanimously to cast the votes relating to their joint membership. Any designation of a proxy to act for joint holders of a membership must be signed by all

such holders. With respect to matters to be voted upon by the members as provided in the Declaration, the voting requirements and proportions shall be as set forth in the Declaration.

ARTICLE VIII

ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for debts or obligations of the Association.

ARTICLE IX

PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the initial principal office of the Association is 68 South Main Street, Salt Lake City, Utah 84101 and the name of the initial registered agent of the Association at such address is Charles W. Akerlow.

ARTICLE X

BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than five (5) Trustees, as prescribed in the Bylaws. Until such time as the responsibility for electing the Trustees of the Association is turned over to the members in accordance with Utah law or the Declaration, the Declarant shall have the exclusive right to appoint such Trustees. Except for Trustees appointed by the Declarant as herein provided, Trustees must be members of the Association. The number of Trustees constituting the initial Board of Trustees shall be five (5). The names and addresses of the persons who are to serve as Trustees until the first annual meeting of the members held after responsibility for electing Trustees is turned over to the members and until the successors of such Trustees are elected and shall qualify are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles W. Akerlow	68 South Main Street Salt Lake City, Utah 84101
John J. Thomas	68 South Main Street Salt Lake City, Utah 84101
Brent R. Dyer	68 South Main Street Salt Lake City, Utah 84101
Patrick H. Prid	68 South Main Street Salt Lake City, Utah 84101
Don W. Pihl	68 South Main Street Salt Lake City, Utah 84101

ARTICLE XI

MANAGER

The Board of Trustees may by written contract delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as properly delegable.

ARTICLE XII

BYLAWS AND RULES AND REGULATIONS

The Board of Trustees may adopt, amend, repeal, and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Project, including, without limitation, Units, Time Period Units, Common Areas, Limited Common Areas, and Time Period Furnishings within the Project, to the extent that such Bylaws and rules and regulations are not inconsistent with these Articles of Incorporation or the Declaration.

ARTICLE XIII

INCORPORATOR

The name and address of the incorporator of the Association is as follows: Charles W. Akerlow, 68 South Main Street, Salt Lake City, Utah 84101.

ARTICLE XIV

DEFINITIONS

Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration shall have such defined meanings when used in these Articles of Incorporation.

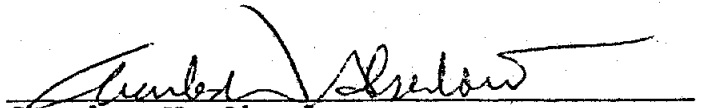
ARTICLE XV

AMENDMENTS

These Articles of Incorporation may be amended in accordance with Utah law upon the affirmative vote of not less than two-thirds (2/3) of the total votes of the Association.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 17th day of FEBRUARY, 1983.

INCORPORATOR:



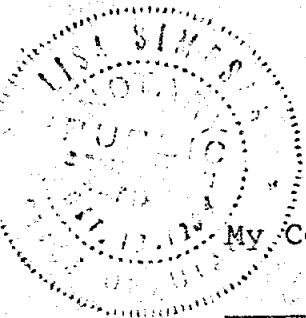
Charles W. Akerlow

VERIFICATION

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

On the 17th day of FEBRUARY, 1983, personally appeared before me Charles W. Akerlow, who, being by me duly sworn, declared that he is the incorporator of Powder Pointe Condominiums Owners Association, that he signed the foregoing Articles of Incorporation of Powder Pointe Condominiums Owners Association as incorporator of such nonprofit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of FEBRUARY, 1983.



Lisa Simpson
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
Oct. 13, 1984

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BYLAWS
OF
POWDER POINTE CONDOMINIUMS
OWNERS ASSOCIATION

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BYLAWS
OF
POWDER POINTE CONDOMINIUMS
OWNERS ASSOCIATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act, the Board of Trustees of Powder Pointe Condominiums Owners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is Powder Pointe Condominiums Owners Association, hereinafter referred to as the "Association."

1.02 Offices. The principal office of the Association shall be at 68 South Main Street, Suite 800, Salt Lake City, Utah 84101.

1.03 Purposes. The Association is organized as a nonprofit corporation and shall be operated in accordance with the Utah Nonprofit Corporation and Cooperative Association Act and shall be operated exclusively for the purpose of maintaining, operating, and governing Powder Pointe Condominiums, a Utah condominium project, hereinafter referred to as the "Project," said Project being established in accordance with the Declaration of Condominium for Powder Pointe Condominiums, a Utah condominium project and the Record of Survey Map for Powder Pointe Condominiums as the same have or will be recorded in the official records of Summit County, State of Utah. The Project is situated upon that certain real property in Summit County, State of Utah, more particularly described in Exhibit "A", which is attached hereto and by this reference incorporated herein.

ARTICLE II

DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration of Condominium for Powder Pointe Condominiums, a Utah condominium project hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01 Members. All Owners, as the term is defined in the Declaration, of Condominiums or Time Period Condominiums within the Project shall be Members of the Association and shall therefore be entitled to all of the rights and privileges granted to Members in the Declaration, the Articles of Incorporation of this Association, these Bylaws, and applicable provisions of Utah law.

3.02 Members of Record. Upon becoming an Owner of a Condominium or Time Period Condominium in the Project, each Owner shall promptly furnish to the Association a conforming copy of the fully executed deed or purchase contract which creates an ownership interest in such Owner in such Condominium or Time Period Condominium. Said copy shall be maintained in the records of the Association. The Association shall maintain a Register of Owners which shall be kept current and shall be used for all purposes as the official record of the Members of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members or any adjournment thereof, the Board of Trustees may designate a record date which shall not be more than ninety (90) nor less than thirty (30) days prior to the meeting for determination of the official Members of the Association. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the Register of Owners on such record date as the Owner of record of Condominiums or Time Period Condominiums in the Project, shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.03 Annual Meetings. The annual meeting of Members shall be held at 7:00 p.m. on the second Wednesday in March of each year during regular business hours for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members. The first annual meeting of the Association shall be held not later than one (1) year following the date on which legal title to the first Time Period Unit has been conveyed.

3.04 Special Meetings. Special meetings of Members for any purpose or purposes whatsoever, may be called at any time by the Board of Trustees upon either the vote of a majority of the Board of Trustees or receipt by the Board of Trustees of a written request signed by Members representing five percent (5%) or more of the total voting power of all Members other than Declarant under the Declaration. No special meeting may be held or called prior to the organization meeting. Except in special cases where other express provision is made by statute, these Bylaws or the Declaration, notice of such special meetings shall be given in the same manner as for annual meetings and may be given by any person or persons entitled to call such meeting. Notices of any special meetings shall specify in addition to the place, day, and hour of such meeting, the general nature of the business to be transacted (and no other business may be transacted).

If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, any Vice President, or the Secretary of the Association. The officer receiving the request shall cause notice to be promptly given of the date for such meeting, which date shall be not less than thirty (30) nor more than ninety (90) days following the receipt of the request. If the notice is not given within thirty (30) days after receipt of the request, the person(s) requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing, or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board of Trustees.

3.05 Place of Meetings. Meetings of the Members shall be held at a suitable location that is readily accessible at a reasonable cost to the largest possible number of Members. The Board of Trustees may designate any place within or without the State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.06 Notice of Meetings. The Board of Trustees shall cause written or printed notices of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than ninety (90) nor less than thirty (30) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his last registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.07 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifteen percent (15%) of the total votes, other than Declarant, of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date not more than thirty (30) days following the date on which the meeting was originally scheduled to convene. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business. In the event that less than one-third (1/3) of the total voting power of the Association is in attendance, in person or by proxy, at a meeting of the Members, only those matters, the general nature of which was given in the notice of the meeting, may be voted upon by the Members.

3.08 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly

held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.09 Votes. With respect to each matter (except the election of Trustees) submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium(s) or Time Period Condominium(s) of such Member, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. At each election of Trustees, each Member entitled to vote at such election shall have the right to accumulate his votes by giving one candidate as many votes as shall equal the number of Trustees to be elected multiplied by the number of votes relating to his membership, or by distributing such votes on the same principle among any number of candidates. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.10 Informal Action by Members. Any action, other than the election of Trustees, that is required or permitted to be taken at a meeting of the Members may be taken without a meeting and without prior notice if: (a) a written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal, and providing a reasonable time for the Member to return the ballot to the Association; (b) the total number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action; (c) the number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot; and (d) the written ballot distributed to Members of the Association affords an opportunity for the Member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Members shall be cast in accordance with the choice specified.

3.11 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, validity of credentials, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

ARTICLE IV

BOARD OF TRUSTEES

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 Number, Tenure and Qualifications. The number of Trustees of the Association shall be five (5). The initial Board of Trustees specified in the Articles of Incorporation shall serve until the first annual meeting of Members. At the first annual meeting of the Members, the Members shall elect, in accordance with principles of cumulative voting, five (5) Trustees to serve as follows: The one (1) candidate receiving the highest number of votes shall be elected to serve for terms of three (3) years; the two (2) candidates receiving the second and third highest number of votes shall be elected to serve for terms of two (2) years each; and the two (2) candidates receiving the fourth and fifth highest number of votes shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for two (2) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, except those appointed by Declarant, must be Members of the Association. From and after the first election of the Trustees by the Members, at least one of the Members of the Trustees shall be elected solely by the votes of the Members other than Declarant, which election of Trustees shall be subject to the following special election procedures:

(a) Notice of the meeting at which Trustees are to be elected shall set forth the number of Trustees to be elected by Members other than Declarant and shall call for

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nominations. Any Member entitled to vote at the meeting pursuant to the provisions of these Bylaws shall be eligible as a candidate for the position of Trustee. Nomination shall be made as set forth in Section 4.12.

(b) Members other than Declarant shall elect by secret ballot the number of Trustees specified in the notice of the meeting pursuant to these special election procedures by secret ballot prior to the conduct of the regular election of remaining Trustees by all Members. The remaining Trustees shall then be elected pursuant to the regular election procedures established in these Bylaws.

4.03 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place, within the State of Utah, for the holding of additional regular meetings. Notice of the time and place of any additional regular meetings shall be given to each Trustee in writing not less than thirty (30) days prior to the meeting. Written notice need not be given, however, to any Trustee who has signed a waiver of notice or a written consent to the holding of the meeting.

4.04 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within the State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least fifteen (15) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of a meeting.

4.05 Quorum and Manner of Acting. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustee shall act only as a Board, and individual Trustees shall have no powers as such.

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4.06 Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.07 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. The entire Board of Trustees or any individual Trustee may be removed from office, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose. A Trustee who has been elected to office solely by the vote of Members other than Declarant may be removed from office prior to the expiration of his term of office only by the affirmative vote of two-thirds (2/3) of the total votes of the Association residing in Members other than Declarant.

4.08 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or disqualification of a Trustee (other than a Trustee appointed by Declarant), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of death or resignation of a Trustee appointed by Declarant, such vacancies shall be filled by an appointment to be made by Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.09 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

4.10 Open Meetings. Regular and special meetings of the Board of Trustees shall be open to all Members of the Association provided, however, that Members who are not on the

Board of Trustees may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Trustees. The Board of Trustees may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

4.11 Minutes of Meetings. A copy of the written minutes of any meeting of the Board of Trustees shall be distributed within sixty (60) days after the adjournment of such meeting to each Member of the Association.

4.12 Nominating Committee. The President of the Association shall appoint a committee to select qualified candidates for election to the Board at least ninety-five (95) days before the date of the election, and the Secretary shall forward to each Member, with the Notice of Meeting required by Section 3.06, a list of candidates nominated, by office.

Members representing five percent (5%) of the membership may nominate candidates to be a Trustee at any time before the one hundred twentieth (120th) day preceeding such election. On timely receipt of a petition signed by the required number of Members, the Secretary shall cause the names of the candidates named on it to be placed on the ballot along with those candidates named by the Nominating Committee. At the meeting to elect Trustees, any Member present at the meeting, in person or by proxy, may place names in nomination.

ARTICLE V

OFFICERS

5.01 Number. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.02 Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such

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regular annual meeting of the Board of Trustees, officers may be chosen at any other regular or any special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen or qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Vice President, the Secretary, or the Treasurer. No person holding two or more offices shall act or execute any instrument in the capacity of more than one office. The President, the Vice President, the Secretary, and the Treasurer shall be and remain Trustees of the Association during the entire term of their respective offices. No other officer need be a Trustee.

5.03 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be members or Trustees of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and duties that the Board of Trustees may require of him.

5.07 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, and shall do and perform such other acts and duties that the Board of Directors may require of him.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, and the Declaration, or any resolution of the Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall do and perform such other duties as the Board of Trustees may require of him.

5.09 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall do and perform such other duties as the Board of Trustees may require of him.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places, within the State of Utah, and at such time and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

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6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, to the Board of Trustees, or to the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII

INDEMNIFICATION

7.01 Specific Indemnification. The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association, or any person who may have served at the request of the Association as a trustee, director, or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Trustee, director, or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

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7.02 General Information. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and officers, all former Trustees and officers of the Association, and all persons who may have served at the request of the Association, as a Trustee, director, or officer of another corporation or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its officers, and its Trustees shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the Members, vote of disinterested Trustees, or otherwise.

7.03 Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund referred to in the Declaration, insurance on behalf of any person who was or is a Trustee or officer of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and end on the immediately following 31st day of December, except that the first fiscal year shall begin on the date of incorporation and end on the immediately following 31st day of December.

8.02 Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

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ARTICLE IX

RULES AND REGULATIONS

9.01 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, including without limitation, Units, Time Period Units, Common Areas, Common Facilities, Limited Common Areas, and Time Period Furnishings within the Project, to the extent that such Rules and Regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these Bylaws. The Members shall be provided with copies of all such Rules and Regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X

ASSESSMENTS

10.01 Assessments. Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration. Members shall be personally liable to the Association for payment of such assessments, together with interest thereon, and costs of collection as provided in the Declaration.

10.02 No Liability. Members of the Association shall not be individually or personally liable for debts or obligations of the Association.

ARTICLE XI

REPORTS AND CORPORATE RECORDS

11.01 Maintenance and Inspection of Corporate Records. The accounting books, records, and minutes of proceedings of the Members, the Board of Trustees, and any committee(s) of the Board of Trustees shall be kept at such place or places designated by the Board of Trustees or, in the absence of such designation, at the principal executive office of the Association. The minutes shall be kept in written or typed form, and the accounting books

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and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form. The minutes and accounting books and records shall be open to inspection on the written demand of any Member, at any reasonable time during usual business hours, for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney who has been authorized in writing by a Member to make such inspection, and shall include the right to copy and make extracts.

The Board of Trustees shall establish reasonable rules with respect to: (a) Notice to be given to the custodian of records by the Member desiring to make the inspection; (b) Hours and days of the week when such an inspection may be made; and (c) Payment of the cost of reproducing copies of documents requested by a Member.

Each Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

11.02 Annual Report to Members. The Association shall provide to the Trustees and make available or distribute to the Members the financial reports referred to in the Declaration, as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed to the Trustees and Members not less than thirty (30) days before the beginning of each fiscal year.

(b) An annual report shall be distributed to the Trustees and made available to the Members within one hundred twenty (120) days after the end of each fiscal year, consisting of the following: (i) a balance sheet as of the last day of the fiscal year; (ii) an operating (income) statement for such fiscal year; (iii) a statement of net changes in financial position for the Association during the fiscal year; (iv) a statement of any transaction or transactions during the previous fiscal year involving more than \$40,000, individually or in the aggregate, in which either of the following had a direct or indirect material financial interest: (1) any Trustee or officer of the Association; or (2) any holder of more than ten percent (10%) of the voting power of the Association; (v) a statement of any indemnification or advances aggregating more than \$10,000 paid during the recently concluded fiscal year to any Trustee or officer

of the Association, unless the indemnification is approved by Members of the Association; and (vi) a list of the names, mailing addresses, and telephone numbers of the members of the Board of Trustees.

11.03 Roster of Members. The Association shall compile annually a roster of the names and addresses of the Members. Upon written request of a Member, the Association shall furnish such Member with a copy of the roster and may charge the Member a reasonable fee therefor. The roster is a corporate asset. Without the written consent of the Board of Trustees, the roster or any part thereof may not be used by any person for any purpose unrelated to a Member's interest as a member. Without limiting the generality of the foregoing, without the written consent of the Board of Trustees, the roster or any part thereof may not be: (1) Used to solicit money or property unless such money or property will be used solely to solicit the vote of the Members in an election to be held by the Association; or (2) Used for any purpose which the user does not reasonably and in good faith believe will benefit the Association; or (3) Used for any commercial purpose in competition with the Association; or (4) Sold to or purchased by any person. Any person who violates the provisions of this section shall be liable for any damage such violation causes the Association and shall account for and pay to the Association any profit derived as a result of said violation. In addition, a court, in its discretion, may award exemplary damages for a fraudulent or malicious violation of this section. Nothing in this section shall be construed to limit the right of a corporation to obtain injunctive relief necessary to restrain misuse of the roster. In any action or proceeding under this section, a court may award the Association reasonable costs and expenses, including reasonable attorneys' fees in connection with such action or proceedings.

ARTICLE XII

AMENDMENTS

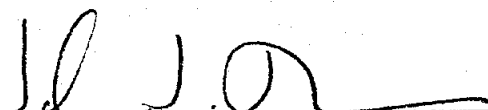
12.01 Amendments. Except as otherwise provided in these Bylaws, in the Articles of Incorporation, in the Declaration, or by law, these Bylaws may be amended, altered, or repealed, and new bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the votes cast with respect to such matter either at an annual or special meeting of the Members at which a quorum is present, if the proposed amendment, alteration, repeal, or new bylaw is set forth in the notice of such meeting.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Powder Pointe Condominiums Owners Association, have executed these Bylaws this 17th day of February, 1983.

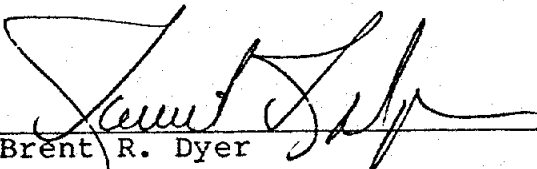
TRUSTEES:



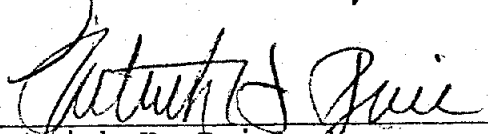
Charles W. Akerlow



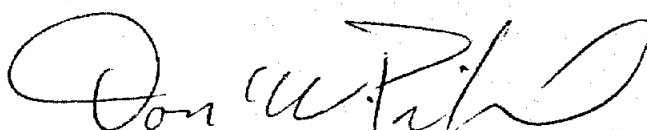
John J. Thomas



Brent R. Dyer



Patrick H. Price

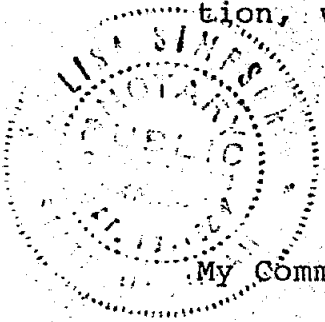


Don W. Pihl

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

On the 17th day of February, 1983, personally appeared before me Charles W. Akeelou, John J. Thomas, Brent E. Duce and Patrick A. Price & Don W. Phil, the signers of the within and foregoing Bylaws of Powder Pointe Condominiums Owners Association, who duly acknowledged to me that they executed the same.



Lisa Simpson
NOTARY PUBLIC
Residing at:

My Commission Expires:

Oct. 13, 1984

BOOK 20-431
BK. 259 P-491

EXHIBIT "A"
TO BYLAWS OF
POWDER POINTE CONDOMINIUMS
OWNERS ASSOCIATION

Beginning at a point which is East 1300.954 Feet and North 373.766 Feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Base and Meridian and running thence South 55°09'22" West, 69.22 Feet; thence South 60°23'14" West, 120.897 feet to the Easterly right-of-way line of Empire Avenue, Park City, Utah; thence North 30°36'00" West, 71.910 feet along said right-of-way line to a point of curvature of a 475.000 foot radius curve to the right (radius point bears North 59°24'00" East); thence Northwesterly along the arc of said curve 60.588 feet (Delta=7°18'30") along said right-of-way; thence North 23°17'30" West, 55.902 feet along said right-of-way to a point of curvature of a 5,000 foot radius to the right (radius point bears North 66°42'30" East); thence Northeasterly along the arc of said curve 8.238 feet (Delta=94°23'39") to the Southerly right-of-way line of 15th Street to a point of curvature of a 352.666 foot radius curve to the left (radius point bears North 18°53'41" West); thence Northeasterly along the arc of said curve and right-of-way 16.856 feet (Delta=2°44'19"); thence North 68°22'00" East, 55.040 feet along said right-of-way to a point of curvature of a 283.553 foot radius curve to the right (radius point bears South 21°38'00" East); thence Northeasterly along the arc of said curve and right-of-way 93.016 feet (Delta=18°47'43") to a point of curvature of a 8.460 foot radius curve to the right (radius point bears South 2°50'17" East); thence Southeasterly along the arc of said curve 8.614 feet (Delta=58°20'17") to the Westerly right-of-way line of Woodside Avenue; thence South 34°30'00" East, 141.645 feet along said right-of-way line to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH any and all easements, right-of-ways and restrictions of record.

Recorded at the request of and return
to: Park City Municipal Corp.
P. O. Box 1480, Park City, UT 84060

Fee Element for Utah Code
Annotated 1953 21-7-2

COVENANT TO PAY LICENSE FEES

THIS AGREEMENT is made by the owners and developers of the Powder Pointe Condominium, a timeshare condominium project located within Park City, Utah, referred to below as Declarant, and Park City Municipal Corporation, referred to below as the City or Park City, to set forth the terms and conditions under which Declarant and its successors covenant with the City to pay a business license fee in lieu of sales taxes as a condition of approval of the project as a timeshare condominium.

If the condominium units within the Powder Pointe Condominium Project were traditionally owned and rented for transient lodging purposes, the consideration paid for the use of those units would be subject to sales tax under the provisions of Section 59-15-1 et seq. of the Utah Code Annotated, 1953 as amended. Under existing law, the division of the units into time increment ownership creates a situation that falls within the real property exemption from sales tax. The use of the units on a time interval basis, is substantially identical to transient lodging uses, and the demands on municipal services from the City are substantially identical to the service demands that would exist if the units were conventionally owned transient lodging units.

As condition to approval of the subdivision of the units into time interval ownership, and in consideration of the City granting that approval, the Declarant, for itself

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and its successor owners, hereby covenants with the City as follows:

1. The Management Committee of the Powder Pointe Condominium will annually assess its members an amount sufficient to pay the license fee described below, and remit that fee to the City as a business license fee. Use by time interval is deemed to be transient lodging use. The committee is deemed to be in the business of providing property management services, including reservations, accounting, housekeeping, maintenance, and other services generally associated with providing transient lodging or innkeeping, and therefore agrees to pay a business license fee for that business, whether operated by the Committee as a non-profit enterprise, or contracted to an independent contractor. The fee is only due once each year from either the Association, the Committee, or a third party manager.

2. The license fee shall be established by ordinance along the following guidelines: The fee shall be set at a level which is approximately equal to the sales tax that would inure to the benefit of the City had the use of the units been subject to normal sales tax collections, including those portions of the general sales tax levy that apply through local option, and transportation district levies. No collection shall be made for the portion of the sales tax that inures to the benefit of the State of Utah, or to any other taxing entity which may, at some future date, become entitled to sales tax revenue. At the date of

this Agreement, the City share of sales tax is 1% of gross sales, including the 1/4 of 1% transportation district tax.

The fee shall be fixed by reference to the prevailing rental rate and occupancy rate of wholly owned nightly rental units of similar size and location within Park City. The annual fee for the timeshare units shall be approximately equal to the City's share of the sales tax revenue that would have been collected from a similarly situated nightly rental unit. The fee is not based on the sale of the unit or sales price, but on the value of the use and occupancy of the unit.

3. The annual fee is established for the first year at forty dollars (\$40.00) for each bedroom within each unit submitted to timeshare ownership and use; a two (2) bedroom unit pays eighty dollars (\$80.00); and a three (3) bedroom unit pays one hundred and twenty dollars (\$120.00), and so on. It is understood that not all of the units within the Powder Pointe project are going to be sold as time interval units, and that fee shall only apply to those units which have been sold under a time interval ownership scheme. Wholly owned units shall be subject to normal sales tax, if and when used for transient lodging purposes as opposed to primary or secondary residential use.

4. The fee shall be subsequently adjusted from time to time by the City Council on petition of the Owners Association or on the Council's own motion, provided that no alteration in the fee shall occur without notice to the

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Association or management company, if any. All adjustments shall take the form of an ordinance, and shall be supported by findings on the prevailing rates for nightly rentals and prevailing occupancy rates. The rate is, of necessity, an estimate. The same rate will apply to all timeshare units based on the number of rooms, unless the Association can prove a higher vacancy rate or lower rental value.

5. As each unit is subjected to time interval ownership, the license fee shall be paid for that unit. Declarant may prefer to pay for several units at a time until all time interval units have been fully or partially sold. Thereafter, the license fee shall be due on or before January 1 of each calendar year, and past due on March 1 of each calendar year.

6. In the event the City is required to bring suit to collect this fee from Declarant or the Association or its management company, the Association agrees to reimburse the reasonable costs of collection to the City, including attorneys fees and court costs.

7. This Agreement constitutes a covenant running with the land included within the Powder Pointe Condominium Project as described on the attached Exhibit A.

8. In the event that subsequently adopted legislation brings time interval use within the general sales tax laws, the City agrees that this Agreement shall be null and void upon the effective date of the change, and that all collections shall be made under the general laws from the

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effective date of those amendments to the sales tax or newly adopted legislation addressing this issue.

9. The Association and any management company shall be responsible for City water service, and in the event of non-payment, notice and collection proceedings can be brought against the Association and not the time interval owners independently; it being the burden of the Association to collect those assessments.

DATED this 29th day of March, 1983.

POWDER POINTE CONDOMINIUM,
Declarant

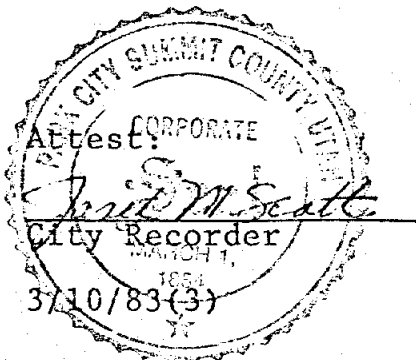
By: *Charles W. Akerlow*
Charles W. Akerlow

By: *John Joe Thomas*
John Joe Thomas

By: *Brent M. Dyer*
Brent M. Dyer

PARK CITY MUNICIPAL CORPORATION

By: *John C. Green, Jr.*
Mayor John C. Green, Jr.



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EXHIBIT "A"
TO BYLAWS OF
POWDER POINTE CONDOMINIUMS
OWNERS ASSOCIATION


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SUBJECT TO AND TOGETHER WITH any and all easements, right-of-ways and restrictions of record.

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

On March 29, 1983, personally appeared before me, Charles W. Akerlow, John J. Thomas, Brent Dyer, who being first duly sworn acknowledged to me that they executed the foregoing on behalf of the Powder Pointe Condominiums.

My Commission Expires:
October 13, 1984

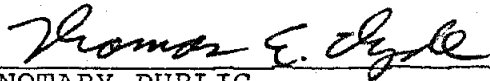


NOTARY PUBLIC
Residing in Salt Lake City, Utah

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On the 29th day of April, 1983, personally appeared before me Jon C. Green Jr. and Janet M. Scott, who first being duly sworn and upon oath did state that he is the Mayor of Park City, and she is the deputy recorder of Park City, and that they signed the foregoing document on behalf of the City with proper authorization to do so.

Commission Expires
October 17, 1986



NOTARY PUBLIC
Residing at Park City