

Entry No.	249206
REQUEST OF	<u>WESTERN STATES TITLE</u>
FEE	\$ <u>28.</u> ⁵⁰ ALAN SPRIGGS, SUMMIT CO. RECORDER
RECORDED	BY <u>[Signature]</u> at <u>11:23 A.M.</u>

WHEN RECORDED, MAIL TO:
 C. Craig Liljenquist, Esq.
 Prince, Yeates & Geldzahler
 424 East Fifth South, 3rd Floor
 Salt Lake City, UT 84111

Space Above for Recorder's Use Only

FIRST AMENDMENT
 TO
 AMENDED AND RESTATED
 CONDOMINIUM DECLARATION
 FOR
POWDER POINTE CONDOMINIUMS
 a Utah Condominium Project

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CONDOMINIUM DECLARATION is made and executed this 20TH day of MARCH, 1986, by JAMES L. CLAYTON, an individual (herein called "Declarant").

R E C I T A L S

A. By that certain Declaration of Condominium for Powder Pointe Condominiums, a Utah condominium project, dated February 17, 1983, and recorded May 5, 1983, as Entry No. 205362, in Book 259, at Page 404 of the Official Records of Summit County, Utah (hereinafter referred to as the "Original Declaration") and by that certain Record of Survey Map of Powder Pointe Condominiums, a Utah condominium project, also dated February 17, 1983, and also recorded May 5, 1983, as Entry No. 205361, in the Official Records of said County (hereinafter referred to as the "Original Record of Survey Map"), the previous sole owners of that certain real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"), submitted the Property and all improvements thereon to the provisions of the Utah Condominium Ownership Act.

B. By that certain Amended and Restated Condominium Declaration for Powder Pointe Condominiums, a Utah condominium project, dated _____, 1986, and recorded _____, 1986, as Entry No. _____, in Book _____, at Page _____, of the Official Records of said County (hereinafter referred to as

BOOK **380** PAGE **251**

Re-recorded Amendment to # 249206 Book 380 P. 492

the "Restated Declaration"), Declarant, the then owner of the Property, totally amended, completely restated and entirely superseded the Original Declaration with the Restated Declaration.

C. By that certain Record of Survey Map of Powder Pointe Condominiums Amended, recorded concurrently with the Restated Declaration (hereinafter referred to as the "Record of Survey Map Amended"), Declarant totally amended, completely superseded and entirely replaced Sheet No. 1 of the Original Record of Survey Map with the Record of Survey Map Amended.

D. Declarant is still the sole owner of the Property.

E. Declarant now desires by recording this Amendment to amend the Restated Declaration as more particularly hereinafter set forth.

F. Declarant also now desires by recording that certain Record of Survey Map of Powder Pointe Condominiums Amended-No. 2 recorded concurrently herewith (hereinafter referred to as the "Record of Survey Map Amended-No. 2") to totally amend, completely supersede and entirely replace the Record of Survey Map Amended and Sheet No. 5 of the Original Record of Survey Map, respectively.

W I T N E S S E T H

NOW, THEREFORE, the Restated Declaration is hereby amended as follows, with such amendment to become effective upon the recording of this First Amendment and the Record of Survey Map Amended-No. 2 in the Official Records of Summit County, Utah:

1. Article V, Section 2 (Description of Improvements). Section 2 of Article V of the Restated Declaration entitled "Description of Improvements" is hereby deleted in its entirety and the following is substituted in its stead:

2. Description of Improvements. The Project has been constructed on said land in accordance with the information contained in the Map. The Map shows the number of stories and basements contained in the buildings in the Project. Said buildings contain a total of thirty-two (32) Units, twenty (20) of which (this is, all Units in the Project except the twelve (12) Units located on the top floors) contain, among

other things, one bedroom and one bathroom. All twelve (12) Units located on the top floors of the buildings contain, among other things, one bedroom, a loft, and one and three-quarters bathrooms. The parking level of Building A contains, among other things, ten (10) covered common parking spaces which have garage doors, thirteen (13) individual storage spaces and a laundry room. The parking level of Building B contains, among other things, five (5) covered common parking spaces which do not have garage doors and nineteen (19) individual storage spaces. The Project also contains an additional seventeen (17) uncovered common parking spaces. Each of the buildings in the Project is of wood-frame construction with wood veneers and concrete foundations. Electricity will be separately metered to each Unit to provide power, hot water and heat. Each Unit will contain carpets, floor coverings and drapes, will be equipped with kitchen appliances, including a refrigerator, will be completely furnished and will contain normal and usual household supplies, including bedding, towels, china, cutlery, glassware, utensils, pots and pans and similar items. The Project will be subject to the easements which are reserved through the Project and as may be required for Utility Services.

2. Article V, Section 4 (Description of Common Areas and Facilities). Section 4 of Article V of the Restated Declaration entitled "Description of Common Areas and Facilities" is hereby deleted in its entirety and the following substituted in its stead:

4. Description of Common Areas and Facilities. The Common Areas and Facilities are as indicated on the Map and include, but are not limited to, private driveways, laundry room, fifteen (15) covered and seventeen (17) uncovered parking spaces and thirty-two (32) individual storage spaces which are Limited Common Areas as hereinafter provided. Except as otherwise provided in this Declaration, the Common Areas and Facilities also consist of the areas and facilities described in the

definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

(a) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(b) Common hallways, walkways, driveways, parking areas, landscaped areas, balconies, patios, lawns, shrubs, trees and entrance ways;

(c) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(d) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(e) All repairs and replacements of any of the foregoing.

3. Exhibit "C" (Ownership of Common Areas and Initial Monthly Common Expenses Assessments). Exhibit "C" attached to the Restated Declaration is hereby deleted in its entirety and Amended Exhibit "C" attached hereto and by this reference made a part hereof is substituted in its stead.

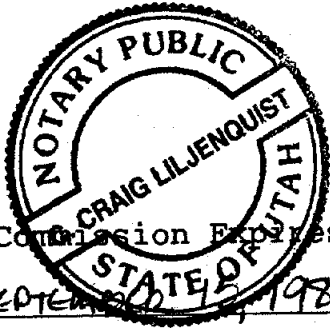
4. Construction. From and after the date and time this First Amendment becomes effective, all references in the Restated Declaration and in the exhibits to the Restated Declaration shall be deemed to and shall refer to the Restated Declaration and to the exhibits to the Restated Declaration as amended hereby and not to the form of the same as they existed prior to the date and time this First Amendment becomes effective. Except as herein otherwise expressly provided, all provisions of the Restated Declaration and the exhibits to the Restated Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the day and year first above written.

James L. Clayton
James L. Clayton

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

On this 20TH day of MARCH, 1986, personally appeared before me James L. Clayton, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



C. Craig Liljenquist
NOTARY PUBLIC
Residing at: SANDY, UTAH

My Commission Expires:
SEPTEMBER 15, 1986

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EXHIBIT "A"

Legal Description of the Property

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 LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 55°09'22" WEST, 69.220 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°23'49") 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 93.017 FEET (DELTA = 18°47'43") TO A POINT OF CURVATURE OF A 8.480 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.

CONTAINING 0.7388 ACRES, MORE OR LESS

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD.

AMENDED EXHIBIT "C"

OWNERSHIP OF COMMON AREAS AND INITIAL MONTHLY
COMMON EXPENSES ASSESSMENTS

Unit No.	Square Footage of Unit	Percentage of Ownership of Common Areas and Facilities	Initial Monthly Common Expenses Assessment
A 101	596	2.6527	\$ 65.65
A 102	604	2.6883	66.53
A 103	596	2.6527	65.65
A 201	616	2.7417	67.86
A 202	616	2.7417	67.86
A 203	616	2.7417	67.86
A 204	616	2.7417	67.86
A 205	616	2.7417	67.86
A 301	881	3.9211	97.05
A 302	881	3.9211	97.05
A 303	881	3.9211	97.05
A 304	881	3.9211	97.05
A 305	881	3.9211	97.05
B 101	587	2.6126	64.66
B 102	587	2.6126	64.66
B 103	587	2.6126	64.66
B 104	587	2.6126	64.66
B 105	604	2.6883	66.53
B 106	602	2.6794	66.32
B 107	602	2.6794	66.32
B 201	602	2.6794	66.32
B 202	602	2.6794	66.32
B 203	605	2.6927	66.64
B 204	602	2.6794	66.32
B 205	602	2.6794	66.32
B 206	859	3.8232	94.62
B 207	859	3.8232	94.62
B 301	859	3.8232	94.62
B 302	859	3.8232	94.62
B 303	864	3.8455	95.17
B 304	859	3.8232	94.62
B 305	859	3.8232	94.62
Total	22,468	100.00%	\$2,475.00

The Board of Trustees has estimated that the Common Expenses for the first year will be \$29,700.00. The initial monthly Common Expenses assessment for each Unit shall be as set forth above, payable in advance. An additional one-time assessment equal

to twice the initial monthly assessment shall be paid by the initial purchaser only of each Unit at the time of purchase, which assessment shall be in addition to and not in lieu of all other assessments.

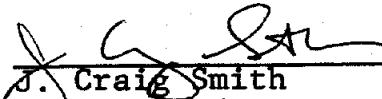
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CONSENT TO RECORD BY THE CITY

Park City, a body corporate and politic, and the City in which Powder Pointe Condominiums, a Utah Condominium, is located, by and through its duly elected Mayor, through its Recorder, does hereby given final approval to such project to the foregoing Declaration of Condominium, to the Record Survey Map recorded concurrently herewith, and to the attributes of such project.

In executing this approval, Park City assumes no responsibility for the truth or accuracy of the statements contained in the attached Declaration. Neither does the execution of this approval mean that the project complies with City ordinances.

Dated this 7th day of April, 1986.



J. Craig Smith
City Recorder

