

WHEN RECORDED, RETURN TO
James W. Kennicott
KENNICOTT & FINNEY
Post Office Box 2339
Park City, Utah 84060

*Powder Pointe
Homeowners Assoc*
88 MAR -1 PH 3:21

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY *BH R.*

SECOND AMENDMENT TO THE AMENDED AND RESTATED CONDOMINIUM
DECLARATION AND BY-LAWS
OF
POWDER POINTE CONDOMINIUMS

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM AND THE BY-LAWS OF THE POWDER POINTE
CONDOMINIUMS, is made this 29 day of February, 1988, by more
than 66.67% of the unit owners, hereinafter referred to as "Unit
Owners".

WITNESSETH:

WHEREAS, the Unit Owners hold more than 66.67% of the voting
rights located on the real property described as:

Powder Pointe Condominiums, a Utah condominium project,
according to the Record of Survey Map and the Declaration of
Condominium as amended on file and of record in the office
of the Summit County Recorder.

and desire to provide for the preservation and enhancement of the
property values, amenities and opportunities in said condominium
project and for the maintenance of the Property and the
improvements thereon, and to this end desire to subject the real
property described above to the amendments to the Declaration and
By-Laws, hereinafter set forth, each and all of which is and are
for the benefit of said property and each owner thereof;

NOW THEREFORE, the Unit Owners declare that the real
property described above is and shall be held, transferred, sold,
conveyed and occupied subject to the amended Declaration and By-
Laws, hereinafter set forth and hereby amend the Amended and
Restated Condominium Declaration and By-Laws as filed with the
office of the Summit County Recorder on April 8, 1986 as Entry
No. 249204 in Book 380 at Pages 190 through 250 inclusive, and
amended May 2, 1986 by Entry No. 250678 in Book 383 at Pages 701
through 775 inclusive and re-recorded on May 7, 1986 as Entry No.
250955 in Book 384 at Pages 455 through 469 inclusive.

ARTICLE XI
VOTING - MULTIPLE OWNERSHIP

Article XI (Voting - Multiple Ownership) is hereby deleted
in its entirety and the following substituted in its place:

1. The vote attributable to and exercisable in connection
with a Unit shall be the percentage of undivided ownership
interest in the Common Areas and Facilities which is appurtenant
to such Unit.

2. The vote attributable to and exercisable in connection
with a Unit may be exercised only if all assessments due in
connection with such Unit have been paid in full not less than
ten (10) business days prior to the time such vote is taken. A
Unit on which all assessments then due have been paid in full not
less than ten (10) business days prior to the time a vote is
taken, shall be deemed to be a Unit "in good standing" and
entitled to vote.

3. For purposes of determining whether a quorum exists,
only those Units which are in good standing in conformity with §2
above shall be counted.

4. For purposes of determining whether a certain percentage of the ownership interests have voted for (or against) a resolution that percentage shall be determined by dividing the percentage of ownership interest voting for (or against) by the total percentage of the ownership interests in the Common Areas and Facilities of the Units in good standing in conformity with §2 above.

5. In the event there is more than one owner of a particular Unit in good standing, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

6. The By-Laws of the Association shall provide that the Secretary shall enclose a list of Units in good standing and a list of Units not in good standing with any Notice of Meeting and that the Secretary shall prepare a list of Units in good standing and a list of Units not in good standing just prior to the time set for such meeting and make such lists available for inspection by the other officers and Owners at such meeting.

7. No portion of this Article XI shall be construed to prevent a Unit from casting its vote subject to a verification of its status as a Unit in good standing. Such a vote shall be noted in the minutes and the Unit Owner shall be required to present to the Secretary proof of good standing for review by the Board of Trustees. In the event that it is determined by a review of the Association records that such Unit was in good standing as of the time such vote was taken, the vote shall be counted. Until such a determination of good standing has been made by the Board of Trustees, such vote shall not be counted.

ARTICLE XVII INSURANCE

Article XVII (Insurance) §1 is hereby deleted in its entirety and the following substituted in its place:

1. The Association shall maintain to the extent reasonably available:

(a) property insurance on the common areas and facilities insuring against all risks of direct physical loss commonly insured against in a multi-peril policy, including, without limitation, fixtures, machinery, equipment and supplies maintained for the service of the common areas and facilities. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage blanket "all risk" endorsement and shall provide coverage for debris removal, demolition cost and for damages of loss occasioned by vandalism, water damage, malicious mischief, wind and such other risks as customarily are covered with respect to condominium projects similar in construction to the Powder Pointe Condominiums. As a minimum the policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value of the common areas and facilities (based upon replacement cost). Deductibles shall not exceed the lesser of one percent (1%) of the applicable coverage amount or Ten Thousand Dollars (\$10,000.00). Such policy shall include an "Agreed Amount" endorsement and an "Increased Cost of Construction" endorsement, if appropriate.

(b) [UNCHANGED].

(c) [UNCHANGED].

(d) [UNCHANGED].

(e) [UNCHANGED].

(f) [NEW SUBSECTION]. An insurance policy issued to the Association does not prevent a unit owner from obtaining insurance for his own benefit.

2. [UNCHANGED].

3. [UNCHANGED].

4. [ADD NEW SUBSECTIONS AFTER SUBSECTION 4(d)].

(e) each unit owner is an insured person under the policy with respect to liability arising out of his interest in the common areas and facilities or membership in the association;

(f) no act or omission by any unit owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy; and

(g) if, at the time of a loss under the policy, there is other insurance under the name of a unit owner covering the same risk covered by the policy, the Association policy provides primary insurance.

[DELETE LAST PARAGRAPH OF SUBSECTION 4 AND REPLACE WITH SUBSECTION 5].

5. If the insurance described in Subsections 1 through 4 inclusive, is not reasonably available, due to excessive cost, or any other reason, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners and to any mortgagees or any beneficiaries under Deeds of Trust who have made written request for notice. The Association shall obtain and maintain such other coverage as may be reasonable and prudent under the circumstances as they then exist.

[ADD SUBSECTION 6].

6. Any loss covered by the property policy under subsection 1(a) must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a Deed of Trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear. Subject to the provisions of subsection below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds after the property has been completely repaired or restored, or until the condominium is terminated.

[ADD SUBSECTION 7].

7. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the association and, upon written request, to any unit owner, mortgagee, or beneficiary under a Deed of Trust. The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation

or non-renewal has been mailed to the Association, each unit owner, and each mortgagee or beneficiary under a Deed of Trust to whom a certificate or memorandum of insurance has been issued.

[ADD SUBSECTION 8].

8. Any portion of the condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the condominium is terminated, (b) repair or replacement would be illegal under any state or local health, safety or zoning statute or ordinance, or (c) 66.67% of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair, restoration or replacement in excess of insurance proceeds is a common expense.

If the entire condominium is not repaired or replaced, (a) the insurance proceeds attributable to the damaged common areas and facilities must be used to restore the damaged elements to a condition compatible with the remainder of the condominium, (b) the insurance proceeds attributable to units and limited common areas and facilities which are not rebuilt must be distributed to the owners of those units and to the owners of the units to which those limited common areas and facilities were allocated, or to lien holders as their interests may appear, and (c) the remainder of the proceeds must be distributed to all of the unit owners or lien holders as their interests appear, in proportion to the common element interests of all of the units. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned under Article XXI, and the Association shall promptly prepare, execute and record an amendment to this Declaration and the Plat reflecting the reallocations. Notwithstanding the provisions of this subsection, Article XVI (Damage and Destruction) governs the termination of condominium and the distribution of insurance proceeds upon termination.

The following new paragraph is added to Section 3.05 Members of Record of the By-Laws:

The Secretary shall enclose a list of Units in good standing and a list of Units not in good standing with any Notice of Meeting and the Secretary shall prepare a list of Units in good standing and a list of Units not in good standing just prior to the time set for such meeting and make such lists available for inspection by the other officers and Owners at such meeting.

Section 3.06 Quorum of the By-Laws is deleted in its entirety and the following substituted in its place:

At any meeting of the Association, the Owners of Units in good standing as determined by Article XI of the Declaration present in person, or by proxy shall constitute a quorum for any and all purposes, except where express provisions of these By-Laws or the Declaration require a vote of a specified percentage of the Association membership in good standing.

Section 3.08 Votes of the By-Laws is deleted in its entirety and the following substituted in its place:

With respect to each matter submitted to a vote of the Unit Owners, each Unit Owner in good standing shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Unit Owner in good standing, as shown in the Declaration. The affirmative vote of a majority of the votes of Unit Owners in good standing cast by the Unit Owners present in person or by proxy at a meeting at which a quorum was initially

present shall be necessary for the adoption of any matter voted on by Unit Owners, unless a greater proportion of the votes of Unit Owners in good standing is required by the Articles of Incorporation, these By-Laws, the Declaration or Utah law. The election of Trustees shall be by ballot. If a Unit in good standing is jointly held, all or any of the joint owners may attend any meeting of Unit Owners, but such joint owners must act unanimously to cast the votes relating to their Unit or the vote of such Unit shall not be counted except to determine whether there is a quorum.

AFFIDAVIT OF THE SECRETARY
FOR THE POWDER POINTE CONDOMINIUM OWNERS' ASSOCIATION
A Utah Non-Profit Corporation

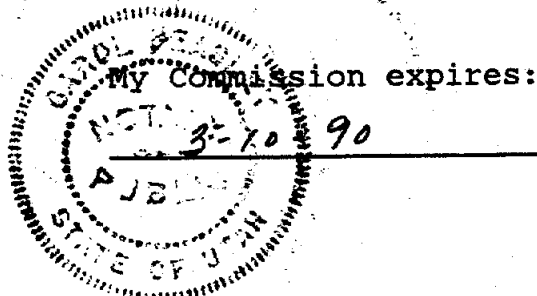
STATE OF)
): ss.
COUNTY OF)

Affiant, Susan Bogie, being first duly sworn, deposes and says:

1. That s/he is the Secretary of the Powder Pointe Condominium Owners' Association.
2. That pursuant to Article XXVII of the Amended and Restated Condominium Declaration and Section 10.01 of the By-Laws of the Powder Pointe Condominiums, consents in writing to the attached amendments to the Declaration and By-Laws have been received and verified by affiant.
3. That less than ninety (90) days elapsed between the first such consent and the last such consent.
4. That affiant has retained the originals of all consents in the files of the corporation.
5. That the consents of Unit Owners holding more that 66.67% of the Units percentage interest have been received.

Susan Bogie

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF
FEBRUARY, 1988.



Carol Peasley
NOTARY PUBLIC
Residing at Summit County