

WHEN RECORDED RETURN TO:

Gary L. DeSeelhorst
Creekside at Solitude Owners Association, Inc.
12000 Big Cottonwood Canyon
Salt Lake City, Utah 84121

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5/1/2015 11:31:00 AM \$44.00
Book - 10320 Pg - 5350-5357
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

**FOURTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR CREEKSIDE AT SOLITUDE**

This Fourth Amendment to Condominium Declaration ("Fourth Amendment") is made effective as of the 30th day of April, 2015 by the Creekside at Solitude Owners Association, Inc., a Utah nonprofit corporation (the "Association"), and by Solitude Ski Corporation, a Delaware corporation as Owner of Commercial Units A and B in the Project ("Owner").

RECITALS

A. Solitude Ski Resort Company, a Utah joint venture, as the original "Declarant" caused the Condominium Declaration For Creekside at Solitude (the "Declaration") to be recorded on December 21, 1995, as Entry No. 6241679 in Book 7295 at Page(s) 2370 *et seq.* of the Official Records of the Salt Lake County, Utah Recorder. Said Declarant recorded a First Amendment to the Declaration on January 22, 1996, as Entry No. 6261962 in Book 7313 at Page(s) 1973 *et seq.* of said Official Records, and Solitude Ski Corporation, a Delaware corporation and successor by merger to Solitude Ski Resort Company, and as successor "Declarant" under the Declaration recorded a Second Amendment to the Declaration on November 17, 1997, as Entry No. 6791534 in Book 7807 at Page(s) 2686 *et seq.* of said Official Records, and a Third Amendment to Declaration on April 1, 1999, Entry No. 7310180 in Book 8264 at Page(s) 8592 *et seq.* of said Official Records.

B. In addition to the Declaration, pursuant to Section 1.07 of the Declaration, as amended by the Second Amendment to Declaration, the Project has been previously subjected to the Master Declaration of Covenants, Conditions and Restrictions for Solitude Resort Village recorded May 5, 1999 as Entry No. 7344959 in Book 8274 at Page(s) 8334 *et seq.* of said Official Records, as amended (the "Master Declaration").

C. "Members", as defined in the Declaration, currently owning sufficient Units subject to the Declaration to cast the 75% of Unit Owner votes as necessary to amend the Declaration and Record of Survey Map (the "Map") pursuant to Article XXI of the Declaration, and having received written notice and having duly voted at a special meeting of the Unit Owners attended by a quorum, or having voted pursuant to written consent in lieu of a meeting, have duly approved the Fourth Amendment to the Declaration set forth below.

D. The necessary majority of the Members have voted to amend the designations of certain "Limited Common Elements (or Areas)" and "Common Elements (or Areas)" as set forth in the Declaration and the Map as set forth herein.

NOW THEREFORE, pursuant to Article XXI of the Declaration, the Declaration and Map are hereby amended as follows:

1. The "Resort Communications" room located on the Garage Level of the Building, which was previously "Limited Common Element (or Area)" appurtenant to Commercial Unit B shall hereafter be "Common Element (or Area)" to the Building, consistent with its actual historic use.

2. The "Laundry" room located on the Garage Level of the Building, which was previously "Limited Common Element (or Area)" appurtenant to Commercial Unit B shall hereafter be "Common Element (or Area)" to the Building.

3. "Storage Unit A" located on Level 3 of the building which was previously "Limited Common Element (or Area)" appurtenant to Commercial Unit A shall hereafter be a "Common Element (or Area)" to the Residential Units, consistent with its actual historic use.

4. Unit A parking Space 2 on the Garage Level of the Building which was previously "Limited Common Element (or Area)" appurtenant to Commercial Unit A of the Building, shall hereafter be "Limited Common Element (or Area)" appurtenant to Unit 311, consistent with its actual historic use.

5. With respect to the semi-circular vestibule area located on the south end of the Garage Level of the Building which constitutes "Limited Common Element (or Area)" appurtenant to Commercial Unit A, the Owner of Commercial Unit A hereby grants the Association a perpetual non-revocable license for the existing chain link fence or enclosure and to secure the designated portion depicted on Exhibit "B" attached hereto, at the Association's expense, of such "Limited Common Element (or Area)" not exceeding seventy-five (75) square feet, for firewood storage by the Association. The Association shall assume all liability and risk for installation, maintenance, cleaning and security of such enclosed area.

6. Sections 14.04 and 14.06 of the Declaration are hereby amended to add the following requirements of insurance applicable to the Commercial Units. At any time in which alcoholic beverages are being sold at, or served from, either of the Commercial Units, the applicable Owner of such Commercial Unit shall obtain at Owner's expense, and maintain in effect "Dram Shop" or liquor liability insurance coverage in ordinary and customary form, insuring the Owner of the Commercial Unit, and the Association, as their interests may appear in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, or such higher amount as may be hereafter required by applicable law or regulation. The Owner of the Commercial Unit shall furnish the Association with a certificate of insurance evidencing such coverage in favor of the Association. Furthermore, so long as any commercial activity is undertaken in a Commercial Unit, the Owner of the Commercial Unit shall keep in full force and effect a policy of public bodily injury and

property damage liability insurance with respect to the Commercial Unit, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. The policy shall name the Owner of the Commercial Unit, and the Association, as their interest may appear, as insureds. Such insurance may be furnished by an Owner of the Commercial Unit under any blanket policy carried by it or under a separate policy therefor. A copy of the paid-up policy evidencing such insurance or a certificate of insurer certifying to the issuance of such policy shall be delivered to the Association. If an Owner of a Commercial Unit fails to provide such insurance, the Association may obtain such insurance and charge the premium paid to the Owner, which invoice shall be paid by Owner within ten (10) days of receipt.

7. Article XI of the Declaration is hereby amended to provide that as a condition of collecting "Assessments" for Common Expenses consisting of reserves for replacement, the Board shall conduct a "reserve analysis" as required by Utah Code § 57-8-7.5, and otherwise comply with the provisions of the Utah Condominium Act.

8. The Board of Directors has directed an authorized officer of the Association and Member of the Board to execute this Fourth Amendment pursuant to Section 9.02(b) of the Declaration to acknowledge that the necessary number of Unit Owners approved this Fourth Amendment.

9. Except as amended herein, the Declaration, and the Map, as previously amended remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to be executed this 30th day of April, 2015.

Creekside at Solitude Owners Association, Inc., a Utah nonprofit corporation, by its Board of Directors

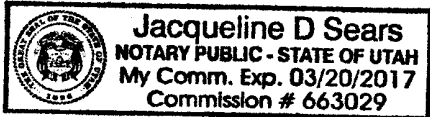
By



Gary L. DeSeelhorst, Vice President and Authorized Member of the Board of Directors

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

On this 30th day of April, 2015, personally appeared before me Gary L. DeSeelhorst, the Vice President and Authorized Member of the Board of Directors of Creekside at Solitude Owners Association, Inc., a Utah nonprofit corporation, and acknowledged to me that he executed the foregoing instrument on behalf of said Board of Directors and said corporation, pursuant to authorization of a vote of the necessary majority of Unit Owners.



Jacqueline D. Sears
Notary Public
Residing at: Salt Lake County, Utah

My commission expires:
3/20/17

Solitude Ski Corporation, a Delaware corporation

By *Gary L. DeSeelhorst*
Gary L. DeSeelhorst, President

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

On this 30th day of April, 2015, personally appeared before me Gary L. DeSeelhorst, who, being by me first duly sworn, did declare that he is the President of Solitude Ski Corporation, a Delaware corporation, and that he signed the foregoing instrument on behalf of said corporation, and said corporation thereby executed the same.



Jacqueline D. Sears
Notary Public
Residing at: *Salt Lake County, Utah*

My commission expires:
3/20/17

**CONSENT AND JOINDER TO
FOURTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR CREEKSIDE AT SOLITUDE**

The undersigned SOLITUDE MOUNTAIN RESORT, LLC, a Utah limited liability company, as successor "Owner" of Commercial Units and A and B, does hereby consent to, approve, and join in the foregoing Fourth Amendment to Condominium Declaration For Creekside at Solitude.

DATED this 30th day of April, 2015.

SOLITUDE MOUNTAIN RESORT, LLC,
a Utah limited liability company, by its Manager,
Deer Valley Resort Company, a Utah
limited partnership,

By its General Partner, Royal Street of Utah,
a Utah Corporation

By: *[Signature]*
Robert Wheaton, Vice President

STATE OF UTAH)
 : ss.
COUNTY OF *Salt Lake*

The foregoing instrument was acknowledged before me this 30th day of April, 2015, by Robert Wheaton as duly authorized Vice President of Royal Street of Utah, a Utah corporation, in its capacity as authorized General Partner of Deer Valley Resort Company, a Utah limited partnership, in its capacity as duly authorized Manager of Solitude Mountain Resort, LLC, a Utah limited liability company, and said limited liability company thereby executed the same.



Lynette H. Sharp
Notary Public
Residing at: *Salt Lake City, UT*

My Commission Expires:
11-14-2017

**Legal Description for
Fourth Amendment to Condominium Declaration
For Creekside at Solitude**

All Units (both residential and commercial) in the Creekside at Solitude Condominiums, together with all appurtenant Common Elements (consisting of both General Common Elements and Limited Common Elements), and all easements and other appurtenances thereto, all as established under that certain Record of Survey Map for Creekside Condominiums comprising pages 2434 through 2440 inclusive of the "Condominium Declaration For Creekside at Solitude" recorded December 21, 1995 as Entry No. 6241679, as amended, in the Official Records of the Salt Lake County, Utah Recorder's Office.

Tax Parcel No. 24-27-227-005-0000 & 24-27-227-006-0000

RXLP CREEKSIDE AT SOLITUDE CONDO

BLK, LOT-QUAR

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		U	A	24-27-227-005-0000	
		U	B	24-27-227-006-0000	
		U	101	24-27-227-001-0000	
		U	102	24-27-227-002-0000	
		U	103	24-27-227-003-0000	
		U	104	24-27-227-004-0000	
		U	205	24-27-227-007-0000	
		U	206	24-27-227-008-0000	
		U	207	24-27-227-009-0000	
		U	208	24-27-227-010-0000	
		U	209	24-27-227-011-0000	
		U	210	24-27-227-012-0000	
		U	311	24-27-227-013-0000	
		U	312	24-27-227-014-0000	
		U	313	24-27-227-015-0000	
		U	314	24-27-227-016-0000	
		U	315	24-27-227-017-0000	
		U	416	24-27-227-018-0000	
		U	417	24-27-227-019-0000	
		U	418	24-27-227-020-0000	
		U	AREA	24-27-227-021-0000	