

Entry No. <u>125686</u>	Back <u>M63</u>
RECORDED <u>1-15-75</u> at <u>3:10</u>	<u>339-412</u>
REQUEST of <u>Summit County Title</u>	
FEE	WANDA Y. ST. ...
<u>\$ 77.20</u>	<u>Wanda Y. St. ...</u>
INDEXED <u>2</u>	ABSTRACT <u>A</u>

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

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Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

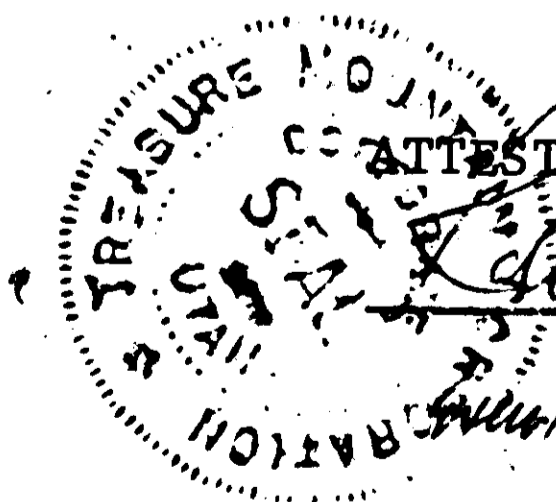
6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By

John Lawrence King
President


John Lawrence King
President

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Morrill

Denis R. Morrill
Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By W. Lott Hoza
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By Olga B. Steuk
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott
BOOK 563 PAGE 343

Louis R Criscione

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____ President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By *Norman Lambert*
Vice President

ATTEST:

Devin Pittsburg
Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

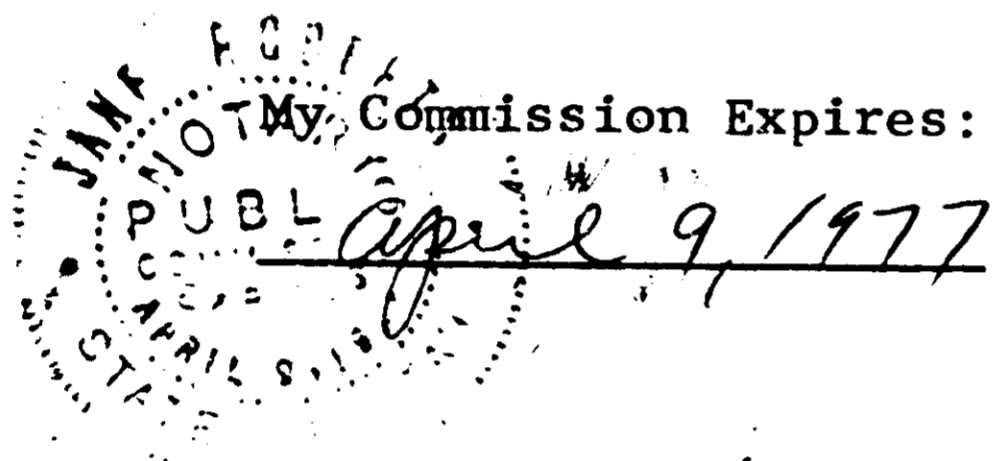
On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
July 11, 1978
NOTARY PUBLIC
STATE OF UTAH

Arnon J. Steck
Notary Public
Residing at: Park City, Utah
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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

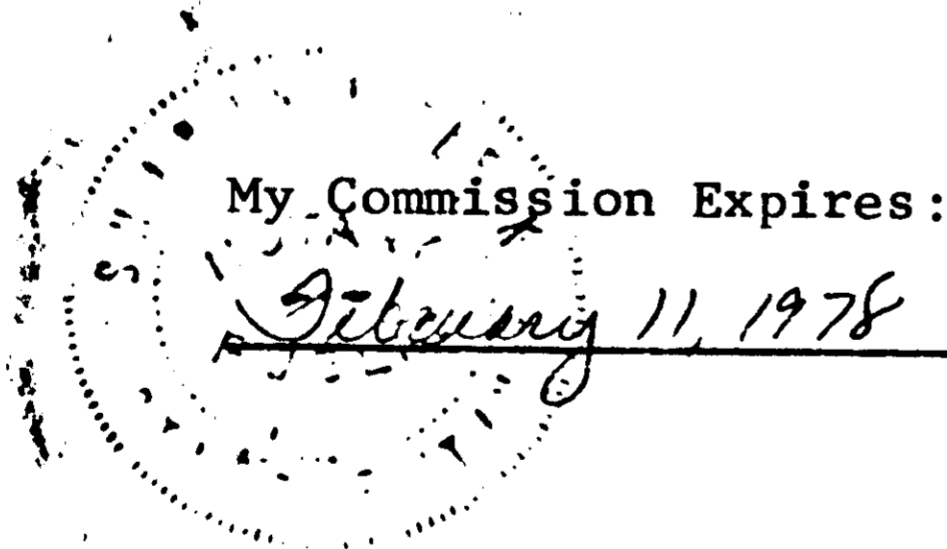
On the 10 day of October, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.



Jane Roberts
Notary Public
Residing at Salt Lake City, Utah

STATE OF Utah CALIFORNIA)
 : ss.
COUNTY OF Summit)

On the 11th day of October, 1974, personally appeared before me W. Scott HORA, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W. Scott HORA duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Sharon J. Black
Notary Public
Residing at: Park City, Utah

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

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of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

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

On the 13th day of January, 197⁵/~~4~~, personally appeared before me Norval H. Lambert, who, being by me duly sworn, did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, N. A., and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Norval H. Lambert duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

8-14-78


Notary Public

Residing at Salt Lake City, Utah

STATE OF Utah)
 : ss.
COUNTY OF Summit)

On the 9th day of October, 1974, personally appeared before me Robert B. Starn Jr, who, being by me duly sworn, did say that he is a General Partner of POLGAR COMPANY, a partnership, and acknowledged to me that the above and foregoing Third Amendment to Condominium Declaration was signed on behalf of said partnership by such General Partner.

My Commission Expires:

February 11, 1978


Notary Public

Residing at: Park City, Utah

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EXHIBIT A

The following is the local description for the Park Avenue Condominiums, Park City, Summit County, Utah:

Beginning at a point South 341.75 feet and East 21.85 feet from the West quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North $17^{\circ} 36' 08''$ East 107.05 feet to the Westerly Right-of-Way line of State Highway U-224, said point being on a curve to the Left the radius point of which is North $17^{\circ} 36' 08''$ East 623.70 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 219.85 feet to a point of a reverse curve to the Right the radius point of which is South $9^{\circ} 03' 03''$ West 400.74 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 325.92 feet to a point of tangency; thence South $34^{\circ} 21' 02''$ East along said Right-of-Way line 113.30 feet to a point of a 5689.58 foot radius curve to the Right; thence Southerly along the arc of said curve and said Right-of-Way line 1027.77 feet to a point of tangency; thence South $24^{\circ} 00'$ East along said Right-of-Way line 53.18 feet, thence South $66^{\circ} 00'$ West 290.00 feet; thence South $43^{\circ} 30'$ West 74.38 feet; thence North $88^{\circ} 30'$ West 143.39 feet; thence North $34^{\circ} 00'$ West 290.00 feet; thence North $11^{\circ} 00'$ West 587.45 feet; thence North $37^{\circ} 15'$ West 610.00 feet to the point of beginning.

Contains 14.315 acres.

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EXHIBIT B

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

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Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

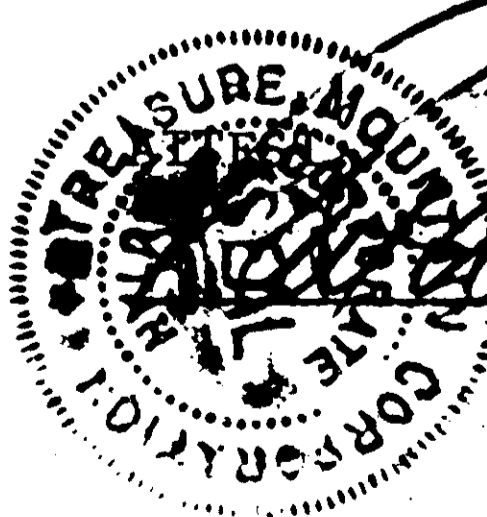
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 352



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

ATTEST:

By _____
Second Vice President

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 353

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

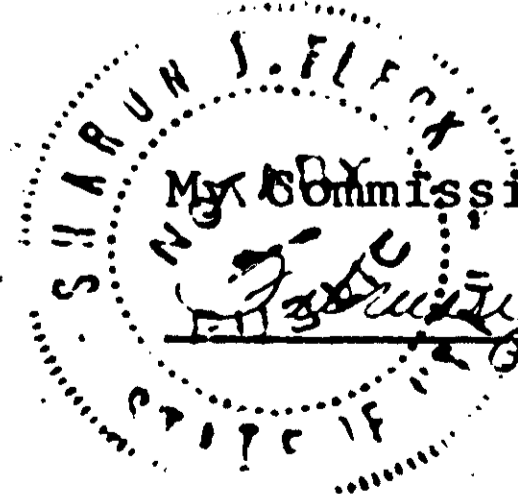
ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF)
 : ss.
COUNTY OF)

On the 14th day of OCTOBER, 1974, personally appeared before me Arthur D. [Signature], one of the signers

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of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: Bessie H. Lumbas
Notary Public

July 10, 1979

Residing at:
350 Pearl Street
Manchester, N. H.

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
Residing at: _____

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
Residing at: _____

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EXHIBIT C

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 357

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WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

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15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 3 59

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

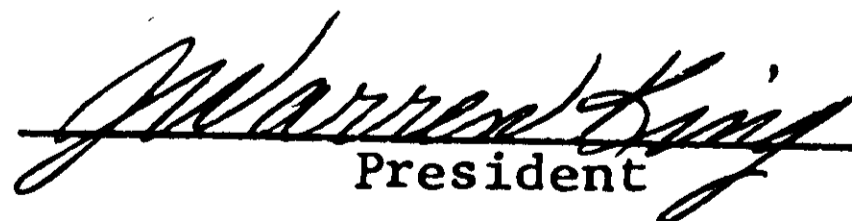
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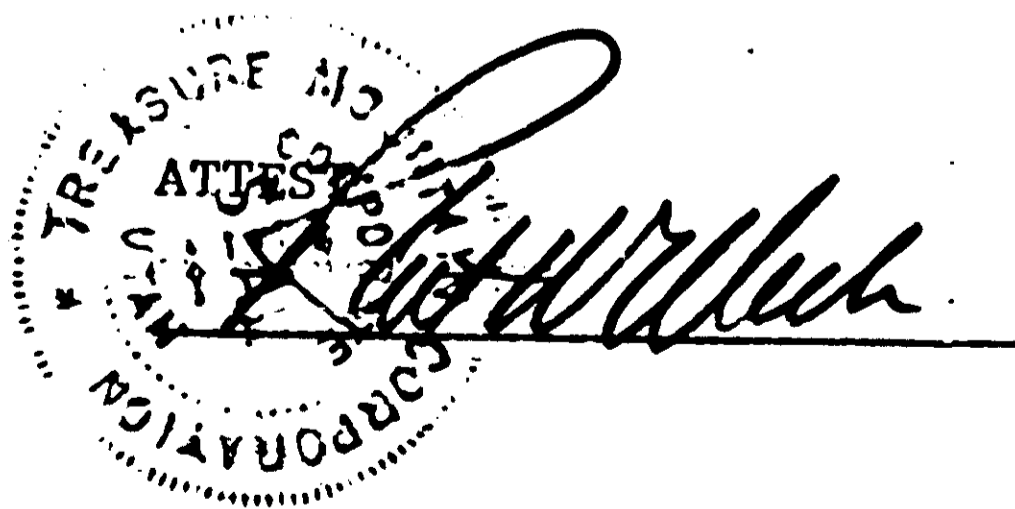
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 360



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

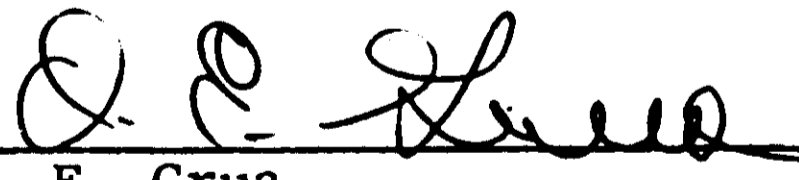
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Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner



O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 361

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

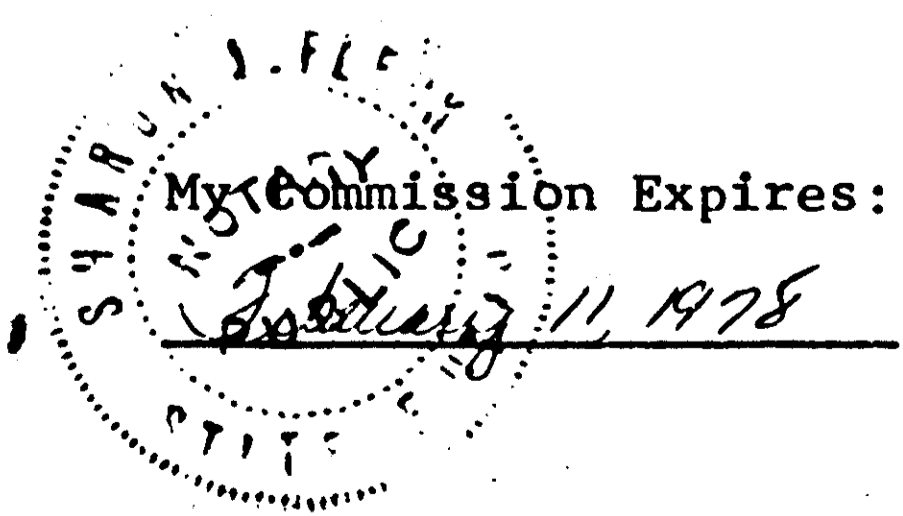
ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation...



BOOK M63 PAGE 362
Sharon J. Gluck
Notary Public.
Residing at: Park City Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

BOOK M63 PAGE 363

STATE OF)
 : ss.
COUNTY OF)

On the 1 day of Nov, 1974, personally appeared before me D. J. [Signature], one of the signers

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

Lynwood Deane
Notary Public
Residing at: *Ogden Utah*

My Commission Expires:

Aug. 29, 1977

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
Residing at: _____

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
Residing at: _____

BOOK M63 PAGE 364

EXHIBIT D

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 365

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE 366

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 367

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

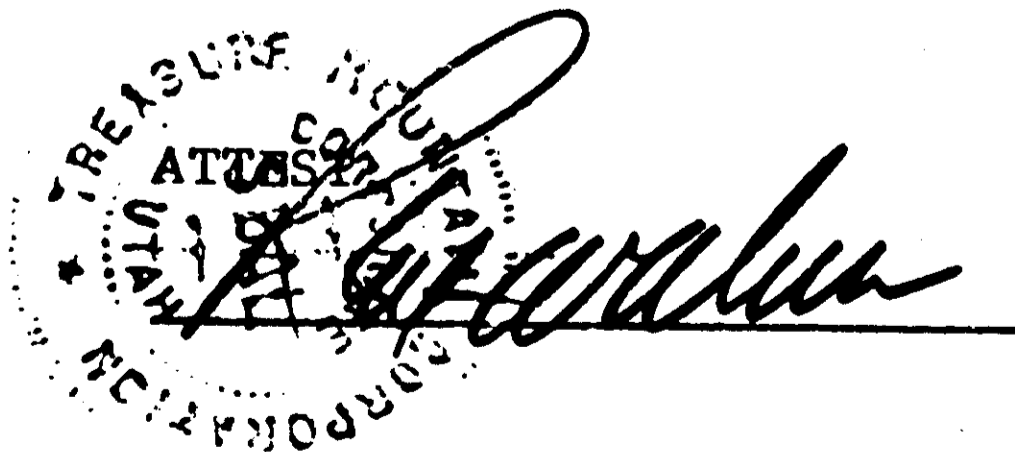
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 368



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

ATTEST:

By _____
Second Vice President

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

By _____
President

Arthur D. Monty

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 369

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

x *Arthur R. Schmauder*
Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

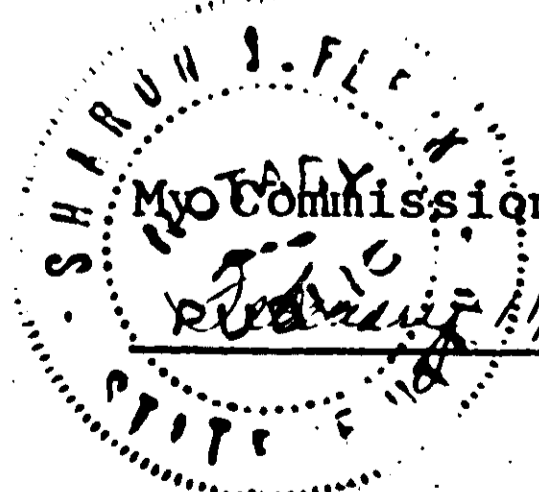
ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

July 1, 1975

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF New Jersey)
 : ss.
COUNTY OF Essex)

x
On the 10th day of October, 1974, personally appeared before me ARTHUR R. SCHMIDT, one of the signers

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EXHIBIT E

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 373

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project;
and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

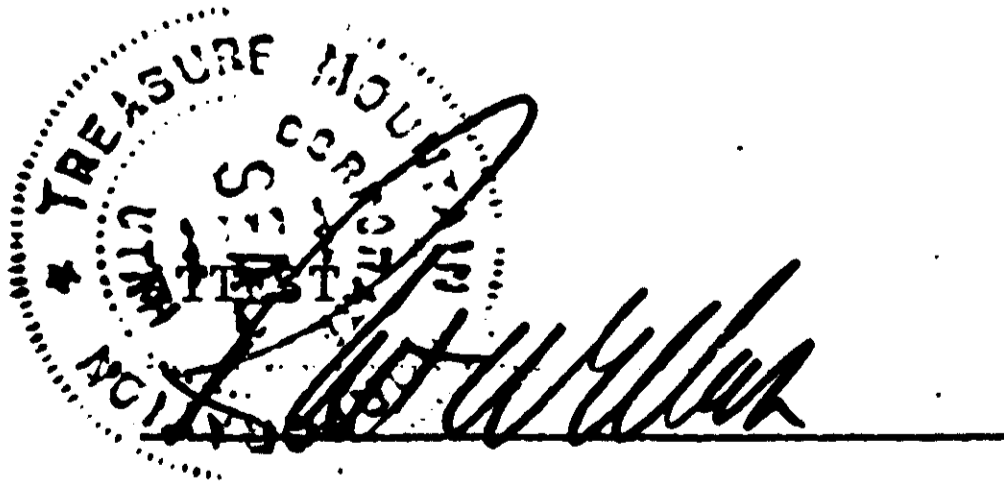
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 376



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

By _____
President

Arthur D. Monty

Morde Lupatkin

Jack A. Scott

Louis R Criscione

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

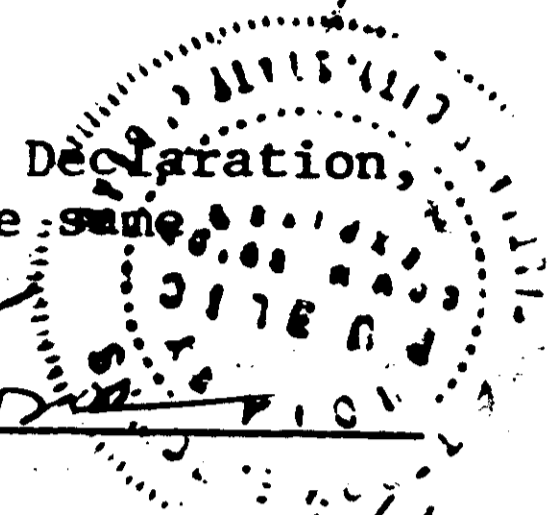
My Commission Expires: _____ Notary Public
_____ Residing at: _____

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On the 8 day of November, 1974, personally appeared before me Richard D. Mowitz, one of the signers

BOOK M63 PAGE 379

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same



My Commission Expires: 11-20-74 Notary Public Residing at: SALT LAKE CITY, UTAH

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public Residing at: _____

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public Residing at: _____

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EXHIBIT F

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 381

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 383

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

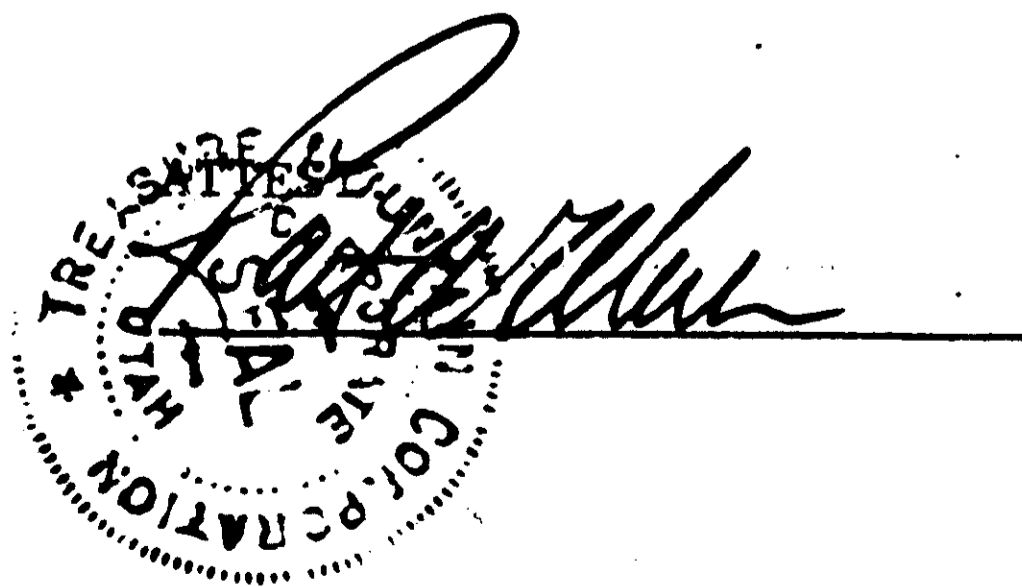
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 384



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

By _____
President

Arthur D. Monty

Morde Lupatkin

Morde Lupatkin

Jack A. Scott

Louis R Criscione

Louis R Criscione

BOOK M63 PAGE 385

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
February 11, 1978
NOTARY PUBLIC

Sheron J. Fleck
Notary Public

Residing at: Park City, Utah
BOOK M63 PAGE 386

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at: _____

STATE OF *New York*)
 : ss.
COUNTY OF *Westchester*)

On the *16th* day of *October*, 1974, personally appeared before me *LOUIS CRISCIONE*, one of the signers

BOOK M63 PAGE 387

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

Sheldon M. Goodman
Notary Public

March 30, 1976

Residing at: 71 Mill Road
Eastchester, New York 10707

SHELDON M. GOODMAN
Notary Public, State of New York
No. 60 6593025
Qualified in Westchester County
Term Expires March 30, 1976

STATE OF New York)
COUNTY OF Westchester) : ss.

On the 14 day of OCTOBER, 1974, personally appeared before me MORDE LUPATKIN and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

Sheldon M. Goodman
Notary Public

March 30, 1976

Residing at: 71 Mill Road
Eastchester, New York, 10707

SHELDON M. GOODMAN
Notary Public, State of New York
No. 60-6593025
Qualified in Westchester County
Term Expires March 30, 1976

STATE OF)
COUNTY OF) : ss.

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

Notary Public

Residing at:

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EXHIBIT G

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

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Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By


President

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Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 393

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis
Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: 11, 1978

Sharon J. Blick
Notary Public
Residing at: *Park City, Utah*
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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF LOUISIANA)
 PARISH : ss.
EDMONDY OF ORLEANS)

On the 11th day of October, 1974, personally appeared before me ARTHUR Q. DAVIS, one of the signers

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EXHIBIT H

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

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Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

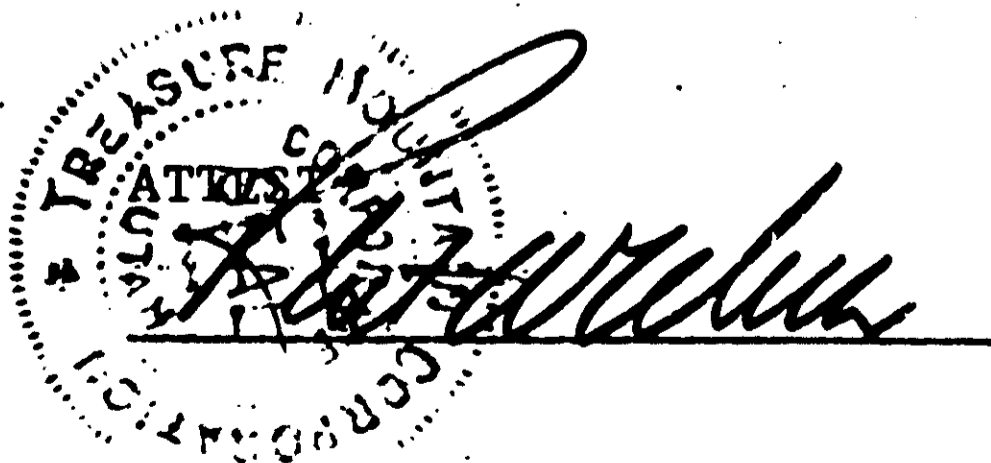
Declarant

TREASURE MOUNTAIN CORPORATION

By


President

BOOK M63 PAGE 400



Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 401

ZIFF DAVIS PUBLISHING CO.

By *[Signature]*
Senior Vice President

James M. Hawkins

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

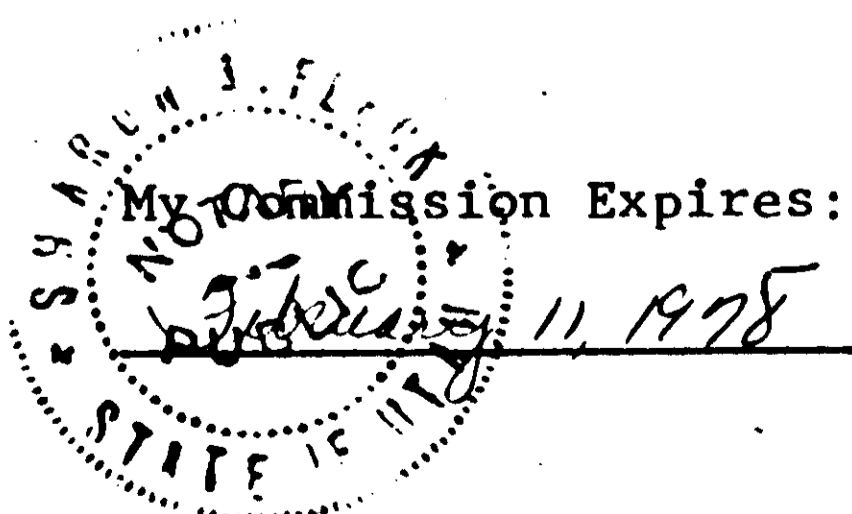
By _____
Vice President

ATTEST:

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public
Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____
Notary Public
Residing at: _____

STATE OF _____)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

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of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
Residing at: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
Residing at: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the 4th day of December, 1974, personally appeared before me Philip Sine g. v. p., who, being by me duly sworn, did say that he is the President of Ziff-Davis Publishing Co., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Philip Sine duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
3-30-75 Residing at: _____

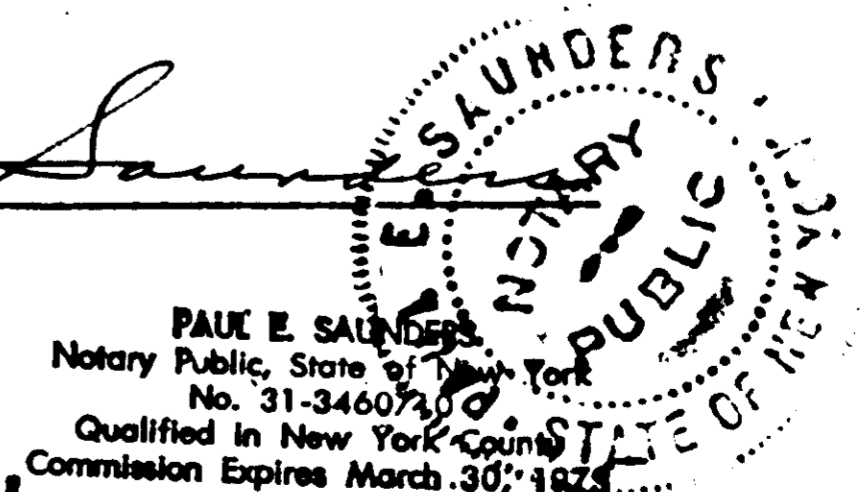


EXHIBIT I

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Union-america, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

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Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By


President

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Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

ATTEST:

By _____
Second Vice President

Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.
OCT 1979
AVIATION SERVICE & SUPPORT CORP.
CALIFORNIA
By Robert J. Romberg
President

Arthur D. Monty

Morde Lupatkin

Jack A. Scott

Louis R Criscione

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ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

ATTEST:

By _____
Vice President

Assistant Cashier

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SHARON J. FLECK
NOTARY PUBLIC
My Commission Expires: 11 1978
STATE OF UTAH

Sharon J. Fleck
Notary Public
Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

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of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at:

X STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On the 18th day of October, 1974, personally appeared before me Robert J. Romberg, who, being by me duly sworn, did say that he is the President of Aviation Service and Support, Corp., a California corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
June 29, 1976

BOOK M63 PAGE 412
X Terrence F. Davis
Notary Public

Residing at: _____ r. West
_____ Calif.

