

Entry No.	160966	Book	M 145
RECORDED	11-2-79	at	10:01 AM
REQUEST of	Tycor Inc.		
FEE	17.00	WANDA Y. SPENCE, SUMMIT CO. RECORDER	
INDEXED		Wanda Y. Spence	
		ABSTRACT	

FIRST AMENDED
CONDOMINIUM DECLARATION
FOR
MINE CAMP CONDOMINIUMS

THIS FIRST AMENDED DECLARATION is made and executed by Blaine Harris, as President of Tycor, Inc., a Utah Corporation pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated ss 57-8-1 through 57-8-36 as amended from time, for said corporation, its successors, assigns and grantees.

ARTICLE I

RECITALS

WHEREAS, Declarant is the sole owner of that certain real property in Summit County, Utah, which is described in Exhibit "A" attached hereto and made a part hereof by this reference; and,

WHEREAS, said property is subject to certain Covenants, Conditions, and Restrictions as set forth in that certain Condominium Declaration recorded as entry number 150943 in book M-123 at page 20 to 58 in the office of the Summit County Recorder; and,

WHEREAS, Declarant desires to amend said Condominium Declaration so as to provide for and allow for the Conveyance of Time Period Units in all or part of the whole unit condominiums; and,

WHEREAS, Declarant desires by filing this First Amended Declaration to submit the above described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project known as MINE CAMP CONDOMINIUMS.

WHEREAS, Declarant desires and intends to sell the fee title to the individual Units and Time Period Units contained in said Condominium Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following First Amended Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

ARTICLE II

DEFINITIONS

A. Name. The name by which the Condominium Project shall be known is MINE CAMP CONDOMINIUMS.

B. Definitions: The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2.

See Second Amended Declaration # 177821 Bk M182 p. 134-167

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1700

1. The word "Declarant" shall mean Blaine Harris who has made and executed this Declaration, and/or any successor to Blaine Harris who either by operation of law or through a voluntary conveyance, transfer or assign, comes to stand in the same relation to the Project as did its predecessor.

2. The word "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1 through Section 57-8-36 as the same now exists and as it may be amended from time to time.

3. The word "Condominium" shall mean and refer to a single Unit or a Time Period Unit in this Condominium Project together with an undivided interest in common with other unit owners in the Common Areas and Facilities of the Property.

4. The word "Declaration" shall mean the original First Amended Declaration Condominium Declaration, this First Amended Declaration and any subsequent amended Condominium Declaration which establishes the Mine Camp Condominiums as a Condominium and Time Share Condominium Project.

5. The word "Property" shall mean and include the land, described in Article I, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

6. The words "Condominium Project" or sometimes the word "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by the Declaration.

7. The word "Map" shall mean and refer to the Record of Survey Map of Mine Camp Condominiums recorded by Declarant's predecessor.

8. The word "Unit" shall mean and refer to one of the Units or Time Period Units which is designated as a Unit on the whole condominium map, and more particularly described in Section V (c) hereof.

9. The word "Time Period Unit" shall mean and refer to one of the time period intervals designated as such in Exhibit "A".

10. The words "Unit Owner" or "Owner" shall mean the entity, person or persons owning a Unit in the Condominium Project in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Summit County, Utah. The term Unit Owner or Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or an arrangement or proceeding in lieu thereof.

11. The words "Association of Unit Owners" or "Association" shall mean and refer to all of the Unit Owners taken as, or acting as, a group in accordance with the Declaration and Bylaws attached hereto as Exhibit "B", which Bylaws are hereby incorporated herein.

12. The words "Unit Number" shall mean and refer to the letter, number or combination thereof designating the Unit and Time Period Unit in the Declaration and in the Map.

13. The words "Board of Directors" or "Board" shall mean and refer to the Board as provided in the Declaration and the Bylaws hereto attached as Exhibit "B". Said Board is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

14. The term "Manager", shall mean and refer to the person, persons or corporation selected by the Board of Directors to manage the affairs of the Condominium Project.

15. The term "Common Areas and Facilities" shall mean and refer to:

a. The land described on Exhibit "A" attached;

b. That portion of the Property not specifically included in the respective Units as herein defined;

c. All foundations, columns, girders, beams, supports, mainwalls, roofs, halls, corridors, stairs, stairways, recreational areas, yards, gardens, fences, service and parking areas and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

d. Those areas specifically set forth and designated in the Map as "Common Area"; and

e. All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

16. The words "Common Expenses" shall mean and refer to: all expenses of administration, maintenance, utility services, repair or replacement of the Common Areas and Facilities; all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules and regulations pertaining to the Condominium Project as the Association of Unit Owners or the Board of Directors may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Board of Directors.

17. The words "Utility Services" shall include, but not be limited to, water, electrical power, trash collection, natural gas and sewage disposal.

18. The word "Mortgage" shall mean and include both the mortgage on any Condominium Unit and a deed of trust on any Condominium Unit.

19. The word "Mortgagee" shall mean and include both the mortgagee under a mortgage on any Condominium Unit and the beneficiary under a deed of trust on any Condominium Unit.

20. Those definitions contained in the Act, to the extent they are applicable hereto and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

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ARTICLE III

SUBMISSION TO CONDOMINIUM OWNERSHIP

Declarant hereby submits the Property to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

ARTICLE IV

COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions and restrictions relating to the Project which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, his successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE V

DESCRIPTION OF PROPERTY

A. Description of Land. The land is that tract or parcel in Summit County, Utah more particularly described in Article I of this Declaration.

B. Description of Improvements. The buildings have been constructed by the Declarant and are in accordance with the information contained on the Map. They consist of four (4) two-story buildings containing a total of twelve (12) Units. The buildings are of wood frame construction on concrete pads, with board exterior. All Units are separately heated by natural gas heaters. Natural gas is metered separately to each of the four (4) buildings. All Units are furnished with electricity for lights and appliances. Electricity is metered separately to each of the four (4) buildings. Water and sewage disposal are provided to each Unit. Each Unit has a separate water heater. The Project will be subject to the easements which are reserved through the Project and as may be required for utility services.

C. Description and Legal Status of Units. The Map and Exhibit "C" hereto show the Unit Number of each Unit and Time Period Unit, its location, and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

1. Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:
2. The upper boundary shall be the plane of the lower surface of the ceiling; and
3. The lower boundary shall be the plane of the upper surface of the floor; and
4. The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; (ii) the center line of any non-bearing interior walls bounding a Unit; and (iii) the interior surface of any interior bearing walls bounding a Unit.

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D. Description of Common Areas and Facilities. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

1. All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
2. Driveways, parking areas, lawns, shrubs, entrance ways, exterior stairways, and service areas.
3. Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
4. All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;
5. All repairs and replacements of any of the foregoing.

ARTICLE VI

STATEMENT OF PURPOSE AND RESTRICTION ON USE

A. Purpose. The purpose of the Condominium Project is to provide residential housing of either a permanent or temporary nature, or as hotel rooms, for Unit Owners, their families, guests, assignees, lessees or licensees and to provide parking and recreational space for therewith, all in accordance with the provisions or use in connection with the Act.

B. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied pursuant to the restrictions and regulations described in the Bylaws and as promulgated by the Board of Directors as "Project Rules and Regulations".

ARTICLE VII

PERSON TO RECEIVE SERVICE OF PROCESS

The person to receive service of process in the cases provided herein or in the Act is Blaine Harris whose address is 205 West 700 South, Salt Lake City, Utah 84101. The said person may be changed by the recordation by the Board of Directors of an appropriate instrument.

ARTICLE VIII

VOTING - MULTIPLE OWNERSHIP

The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

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ARTICLE IX

THE ASSOCIATION

A. Membership. Each Unit Owner shall be entitled and required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Unit is held by more than one (1) person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportion of interest and by the same type of tenancy in which the said Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of the said Unit. Ownership of a Unit cannot be separated from membership in the Association and a transfer, encumbrance, gift, devise, bequest or other conveyance, respectively of the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association. Membership in the Association may not be transferred except in connection with the transfer of a Unit. The number of votes appurtenant to each respective Unit shall be identical to the percentage of undivided interest in the Common Areas assigned to each Unit as described in Exhibit "A". The number of votes appurtenant to each Unit shall have a permanent character and shall not be altered without the unanimous written consent of all owners expressed in an amendment to this Declaration and duly recorded.

B. The Association shall be governed by a Board of Directors elected by a majority of the Owners. Each Time Period Unit shall be managed by the Association or by such person or entity, as said Association deems suitable. Management of the Time Period Units shall include, but need not be limited to, collection of personal expenses and common expenses, receipt of notices on behalf of the Owners, and the acting as agent for any negotiations involving leases. The Board of Directors shall be established and governed by the provisions of the Bylaws relating to same.

C. The declarant shall adopt the initial Bylaws which together with this Declaration, shall govern the Association, the Board of Directors, and all Unit Owners.

ARTICLE X

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. As to all Condominiums with respect to which the Association retains the Maintenance Period Units therein, the Association shall be responsible for keeping said Time Period Condominiums and all Time Period Unit Furnishings therein, in a good, clean, attractive, safe and sanitary condition. The Association shall be responsible for providing maid service to such Time Period Condominiums on a weekly basis and for the maintenance, repair and replacement of the interiors of such apartments and Time Period Unit Furnishings therein. All goods and services procured by the Association in performing its responsibilities under this Paragraph 7 (a) shall be paid for with funds from the assessments provided in Paragraph 10.

B. Miscellaneous Goods and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The association may obtain and pay for legal and accounting services necessary or desirable in

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connection with the operation of the Project or the enforcement of this Declaration. The Association may incur and pay for those expenses attributable to the Time Period Condominiums out of the assessments.

D. Personal Property. The Association may acquire, hold and dispose of the personal property for the Common Areas, the Limited Common Areas, and Time Period Units and pay for the same from the assessments.

E. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation: (i) check in and check out times relative to use of Time Period Units, (ii) assignment of particular portions of storage areas within the Common Areas for exclusive use by Owners of particular units. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance all to the fullest extent permitted by law.

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

ARTICLE XI

NATURE AND INCIDENCE OF TIME PERIOD OWNERSHIP

A. Use and Occupaney. A Time Period Unit Owner shall have the exclusive right to occupy the Time Period Condominium to which his Time Period Unit relates solely as a temporary residence and to use as permitted by this Declaration, the Time Period Condominium, the Common Areas and the Limited Common Areas during the particular annually recurring time period or periods that he owns.

B. Percentage of Undivided Interest. The percentage of undivided interest in the Common Areas appertaining to each Condominium and to each Unit shall be as described in Exhibit "A".

C. Restrictions on Alterations. Except as permitted by the Association, or as required in an emergency to prevent damage to property or injury to persons, no Time Period Unit Owner shall make alterations, improvements, replacements or repairs in any Time Period Condominium, with respect to which the Association owns the appurtenant Maintenance Period Unit, or to any Time Period Unit Furnishings therein. No Time Period Owner shall commit any waste with respect to his Condominium, the Time Period Unit Furnishings therein, the Project, the Common Areas, or the Limited Common Areas.

D. Maintenance Period Units. As to each Time Period Condominium which the Declarant includes within the Condominium Time Share Plan, the Declarant shall designate two Time Period Units which shall be retained by the Association as the "Maintenance Period Units" for said Time Period Condominium. The Maintenance Period Units retained by the Association shall be used exclusively for the purpose of cleaning, maintaining, repairing, replacing and refurbishing the appurtenant Time Period Condominium and Time Period Unit Furnishings as needed.

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ARTICLE XII

EASEMENTS

A. Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

B. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners occurring after the date on which this Declaration is recorded.

ARTICLE XIII

ASSESSMENTS

A. Assessments. The Assessments against all Units shall be based on advance estimates of cash requirements by the Association to provide for the payment of all expenses of the Association arising out of or connected with the maintenance, operation, utility services, taxes, insurance, management, wages, legal, accounting, cleaning and replacement of furniture and personal property, Mine Camp Association of Apartment Owners maintenance expenses, reasonable contingency reserve, surplus and/or sinking fund and any other expenses and liabilities which may be incurred by the Association for the benefit of the Unit Owners.

In the event that unexpected costs and expenses occur or the estimate of assessments is insufficient, the Association may in its discretion levy an additional assessment.

The assessments to be apportioned in proportion to the percentage of undivided interest in the Common Areas to the Unit Owners.

B. Individual Assessments. In addition to other assessments authorized under this paragraph, the Association may levy against any Owner an individual assessment, payable to the Association over such periods as the Association may determine, for the purpose of paying, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to the Unit, Common Areas or Limited Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guest, invitees or licensees, except for damages arising from normal wear and tear.

C. Lien for Assessments. All sums assessed to an owner of a Unit within the Project pursuant to the provisions of this paragraph, together with interest thereon at the maximum amount permitted by the Utah Revised Statutes, shall be secured by a lien on said Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Unit, and a description of the Time Period Unit. Such notice shall be signed and

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acknowledged by the Association and may be recorded in the Bureau of Conveyances of the State of Utah. Such lien may be enforced by judicial foreclosure by the Association, in accordance with the laws of the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, and the costs and expenses shall be secured by the lien being foreclosed.

D. Personal Obligation of Owner. The amount of any assessment, additional assessment, or individual assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien secured by the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas, Limited Common Areas, or by abandonment of his Unit, or by waiving any service or amenities provided in this Declaration or in any other way.

ARTICLE XIV

TIME PERIOD UNITS

The ownership of each Time Period Condominium shall be divided into 51 Time Period Units, with each Time Period Unit being one week in duration. Each Time Period Unit shall begin on Monday at 4:00 p.m. and shall end on the subsequent Monday at 10:00 a.m. The commencement and termination of the Time Period Unit may be changed by the Association to any other day of the week upon 120 days written notice to all Owners of Time Period Units, to allow such Owner to take advantage of lower air fares during a week.

ARTICLE XV

FAILURE TO VACATE

If any Owner of a Time Period Unit fails to vacate the said Unit at the end of his Time Period and occupies or uses the Time Period of another Owner, or prevents another Owner from using or occupying his Time Period, the suing, occupying or preventing (the Defaulting) Owner (i) shall be subject to immediate removal, eviction or ejection from the Time Period wrongfully occupied; (ii) shall be deemed to have waived any notices required by law with respect to any legal proceedings regarding the removal, eviction or ejection of such Owner (to the extent that notices may be waived under Utah law); (iii) shall reimburse the Owner entitled to use the Time Period Unit and expenses including but not limited to costs of alternative accommodations, court costs and reasonable attorney's fees, incurred in connection with removing, evicting or ejecting the Defaulting Owner from such Time Period Unit; and (iv) in the event such failure to vacate is unreasonable, in addition to any other remedies provided for in this paragraph, shall pay to the Owner entitled to use the Time Period Unit during such wrongful occupancy, as liquidated damages for the wrongful use of the Time Period Unit, a sum equal to 200 percent of the fair rental value per day of the Time Period Unit wrongfully occupied, for each day or portion thereof, including the day of surrender, during which the Defaulting Owner wrongfully occupies the Time Period Unit. If an Owner by his negligence renders a Time Period Unit uninhabitable by the next Owner, the provisions of Subparagraph (iii) above shall apply and the negligent Owner shall be liable to the next Owner as if the negligent Owner has refused to vacate. For purposes of this paragraph the act of a Guest shall be deemed to be the act of the Owner permitting the Guest to occupy the Time Period Condominium.

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ARTICLE XVI

PARTITION

An Owner shall have no legal or equitable right to request or initiate partition proceedings regarding any Time Period Condominium, Time Period Unit, Common Areas or Limited Common areas.

ARTICLE XVII

NOTICES AND REGISTRATION OF ADDRESSES

Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed by First Class U. S. Mail, postage prepaid and addressed to the name of the Owner at the latest address for such Owner, appearing in the records of the Association at the time of mailing. Each Owner shall register from time to time with the Association said Owners mailing address.

ARTICLE XVIII

DECLARANT'S RIGHTS ASSIGNABLE

The rights of the Declarant under this Declaration or in any way relating to the Property may be assigned.

ARTICLE XIX

RIGHT OF ENTRY

The Board of Directors and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Board and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

ARTICLE XX

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors shall have the power to adopt and establish by resolution, such Project management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Board may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

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ARTICLE XXI

OBLIGATION TO COMPLY HEREWITH

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Board of Directors or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Board of Directors or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom, including costs and reasonable attorney's fees.

ARTICLE XXII

INDEMNIFICATION OF BOARD OF DIRECTORS

Each member of the Board of Directors shall be indemnified and held harmless by the Association against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding and which he may become involved by reason of his being or having been a member of said Board; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of the member.

ARTICLE XXIII

AMENDMENT

This Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of not less than 66.66 percent of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board of Directors. In said instrument the Board shall certify that the vote or consent required by this Article XXIII has occurred.

ARTICLE XXIV

CONSENT IN LIEU OF VOTE

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

A. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

B. Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and;

C. Unless the consents of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

ARTICLE XXV

DECLARANT'S SALES PROGRAM

Notwithstanding any other provision of this Declaration, until Declarant ceases to be a Unit Owner or the expiration of three (3) years after the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant.

A. Declarant shall have the right to maintain a sales office and/or model Units. Such office and/or model Unit may be Units (at any location) owned by Declarant.

B. Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the Property, but any such device shall be of a size and in a location as is reasonable and customary.

C. Declarant shall have the right to use the Common Areas and Facilities of the Project to entertain prospective purchasers or to otherwise facilitate Unit sales, provided said use is reasonable as to both time and manner.

Declarant shall have the right from time to time to locate or relocate its sales office, model units, and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Article. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any signs, banners or similar devices.

ARTICLE XXVI

SEVERABILITY

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections or articles hereof shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

ARTICLE XXVII

WAIVERS

No provision contained in this Declaration shall be deemed to have been waived by reason of the failure to enforce it, irrespective of the number of violations which may occur.

ARTICLE XXVIII

EFFECTIVE DATE

This Declaration shall take effect upon recording.

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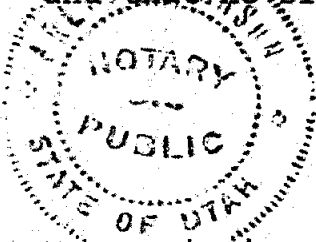
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on its behalf this 23 day of October, 1979.

TYCOR, INC.,
a Utah Corporation

By [Signature]
BLAINE HARRIS
Its President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 23 day of October, 1979, personally appeared before me BLAINE HARRIS, who, being by me first duly sworn, did declare that he is the Declarant of this Declaration and that he signed the foregoing document as such.



[Signature]
NOTARY PUBLIC
Residing at [Signature]

My Commission Expires:
8-12-81

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EXHIBIT "A"

I. Units 1 - 12 Mine Camp Condominiums, together with a 100% undivided ownership in the common areas and facilities according to the Condominium Declaration and the Record of Survey Map recorded November 15, 1978, as Entry Nos. 150942 and 150943 respectively, in the office of the Summit County Recorder. Units 1 - 12 shall hereinafter be referred to as Units 57 - 68 respectively.

II.

<u>Time Period Units</u>	<u>% of Undivided Interest</u>
57-1 through & including 57-52	.0018
58-1 through & including 58-52	.0016
59-1 through & including 59-52	.0016
60-1 through & including 60-52	.0018
61-1 through & including 61-52	.0016
62-1 through & including 62-52	.0016
63-1 through & including 63-52	.0018
64-1 through & including 64-52	.0016
65-1 through & including 65-52	.0016
66-1 through & including 66-52	.0018
67-1 through & including 67-52	.0016
68-1 through & including 68-52	.0016

Each time period unit referred to above shall be described as follows:

Unit Number - Week Number

Time period 66-13 would be unit number 66 for the 13th week of the calendar year.