

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARK WEST VILLAGE PLAT "D" PLANNED UNIT DEVELOPMENT
AND PARK WEST VILLAGE PLAT "B" PLANNED UNIT DEVELOPMENT

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Park West Village Plat "D" Planned Unit Development and Park West Village Plat "B" Planned Unit Development (the "Amendment") is made this _____ day of _____, 1991 by Plat "B" and "D" Village Homeowners Association (the "Association"), for itself, its successors, grantees and assigns.

RECITALS:

A. PWV Associates, a Utah Limited Partnership executed that certain Enabling Declaration of Covenants, Conditions and Restrictions of Park West Village Plat "B" Planned Unit Development dated June 30, 1981 and recorded in the official records of the Summit County Recorder, State of Utah, on July 16, 1981 as Entry No. 181678 in Book M193 at page 318 et seq. (hereinafter the "Enabling Declaration").

B. Concepts, Inc., a Utah corporation, executed that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Park West Village Plat "D" Planned Unit Development and Park West Village Plat "B" Planned Unit Development dated August 26, 1982 and recorded in the official records of the Summit County Recorder, State of Utah, on August 27, 1982 as Entry No. 195277 in Book M230 at page 801 et seq. (hereinafter the "Supplementary Declaration").

C. The Association executed that certain Supplement to the Declaration of Covenants, Conditions and Restrictions for Park West Village Plat "D" Planned Unit Development and Park West Village Plat "B" Planned Unit Development dated March 15, 1986 and recorded in the official records of the Summit County Recorder, State of Utah on May 19, 1986 as Entry No. 251461 in Book 385 at page 457 (hereinafter the "Supplement to Declaration"). (Hereinafter the Enabling Declaration, the Supplementary Declaration and the Supplement to Declaration shall be referred to collectively as the "Declaration").

D. The Association is a nonprofit corporation incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions of a Homeowner's Association as specified in the Declaration.

E. The Association desires to amend the Declaration to clarify certain provisions of the Declaration relating to insurance and the assessment of "Owners" as defined in the Declaration, with respect to premiums for insurance and certain other costs and expenses which could be incurred in connection

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ALAN SPRINGS
SUMMIT COUNTY RECORDER
JP 58

with an event of destruction to any improvements located on any of the Lots consisting of a portion of the real property which is subject to the Declaration.

F. Owners of two-thirds of the undivided interests in the Project have agreed to the amendments set forth herein.

IT IS THEREFORE AGREED:

1. Definitions. The term "Property" shall refer to all real property covered by the Declaration including improvements constructed on Lots. The term "Lots" shall refer to all platted Lots covered by the Declaration. The term "Project" shall refer to the Planned Unit Developments known as Park West Village Plat "B" Planned Unit Development and Park West Village Plat "D" Planned Unit Development. Except as set forth in this paragraph, all capitalized terms will have the same meaning as set forth in the Declaration.

1. Amendment to Declaration Article VI--Insurance. The provisions of Article VI--Insurance are hereby amended by the addition of the following new sections:

6.3 Insurance Relating to Lots and Lot Improvements. The Association shall secure and at all times maintain the following insurance coverages:

(i) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of all improvements existing on all Lots in the Project and all improvements comprising a part of the Common Areas and Facilities. The name of the insured under each such policy shall be in form and substance similar to: "Plat "B" and "D" Village Homeowner's Association for the use and benefit of the individual Lot Owners and mortgagees, as their interests may appear." Nothing in this paragraph shall be construed to obligate the Association to provide insurance covering the personal property or contents of any improvements built upon any Lot.

(ii) A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Areas and Facilities or any portion of any Lot lying outside of the improvements constructed on such Lot which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$1,000,000.00 aggregate combined single limit for all claims for bodily injury, personal injury and property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability

basis and shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner by reason of the negligent acts of the Association or any other Owner.

6. 4. Additional Coverage. The provisions of this Amendment shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by the Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

6. 5. Adjustment and Contribution. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

6. 6. Owner's Own Insurance. Notwithstanding the provisions of this Amendment, each Owner may obtain insurance at his own expense providing coverage upon the Owner's Lot, the Owner's personal property, for the Owner's personal liability, and covering such other risks as the Owner may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Amendment. All such insurance of the Owner's interests shall waive the insurance company's right of subrogation against the Association, the Declarant, other Owners, and their respective servants, agents, and guests, if such insurance can be obtained pursuant to industry practice without additional premium charge for the waiver of subrogation rights.

2. Amendment to Declaration Article VII--Common Assessments. The provisions of Article VII--Common Assessments are hereby amended by the addition of the following sentence at the end of existing Section 7.1:

In addition, the each Lot Owner shall pay to the Management Committee the Owner's portion of the costs and expenses of insurance relating to Lots and improvements on Lots, the costs of all deductibles that are incurred in connection with any liabilities or losses insured by policies obtained by the Association and any amounts necessary to cover uninsured losses resulting from events of damage or destruction to improvements located on the Lots under circumstances where an obligation to rebuild exists.

3. Addition of Declaration Article X--Damage or Destruction. The following new Article X--Damage and Destruction is hereby added to the Declaration:

ARTICLE X

DAMAGE OR DESTRUCTION

10.01. Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

10.02. Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with improvements on each Lot and the Common Areas having substantially the same vertical and horizontal boundaries as before.

10.03. Procedures. In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

(a) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(b) Sufficient Insurance. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out. The proceeds of all insurance collected or maintained by the Association shall be available to the Association to pay the costs of such repair and reconstruction. If the proceeds of such insurance are insufficient to pay the actual costs of such repair and reconstruction, the Association shall levy a special assessment sufficient to provide funds to pay such actual costs of repair and

reconstruction. Such special assessment shall be allocated and collected as provided in Article VII of the Declaration. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(c) Insufficient Insurance -- Less than 75% Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The proceeds of all insurance collected or maintained by the Association shall be available to the Association to pay the costs of such repair and reconstruction. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Article VII of the Declaration. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(d) Insufficient Insurance -- 75% or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in Section 10.03(c) hereof if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the total votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the total votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice and other documents, the following shall occur:

(i) The Common Areas and Facilities of the Project shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(iii) Each Owner shall be paid any net insurance proceeds relating to destroyed or damaged improvements on each Owner's respective Lot after retirement of any liens affecting the Lot or the undivided interest of the respective Owner in the Common Areas and Facilities of the Project; and

(iv) Further reconstruction shall be undertaken by individual Lot Owners in accordance with the provisions of the Declaration.

10.04. Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with improvements on each Lot and the Common Areas having the same vertical and horizontal boundaries as before.

10.05. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and any amounts received from assessments made pursuant to Sections 10.03 (b), (c) and (d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas and Facilities.

4. No Other Amendment. Except as set forth herein, the Declaration shall not be amended in any respect.

5. Consent of Owners. The consents of not less than two-thirds of the Lot Owners, in recordable form, are attached hereto.

This Amendment has been executed as of the above stated date.

PLAT "B" AND "D" VILLAGE HOMEOWNERS ASSOCIATION

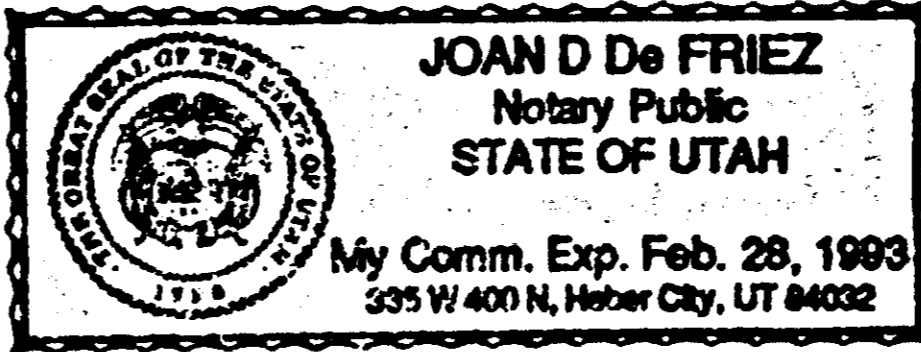
By Joan E Carlson
Its President

STATE OF UTAH)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 27th day of February, 1992, by Loren Carlson, of Plat "B" and "D" Village Homeowners Association, a corporation.

Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:
2-28-93



BOOK 650 PAGE 801

OWNER:

Unit 20:

Von H. Whitby

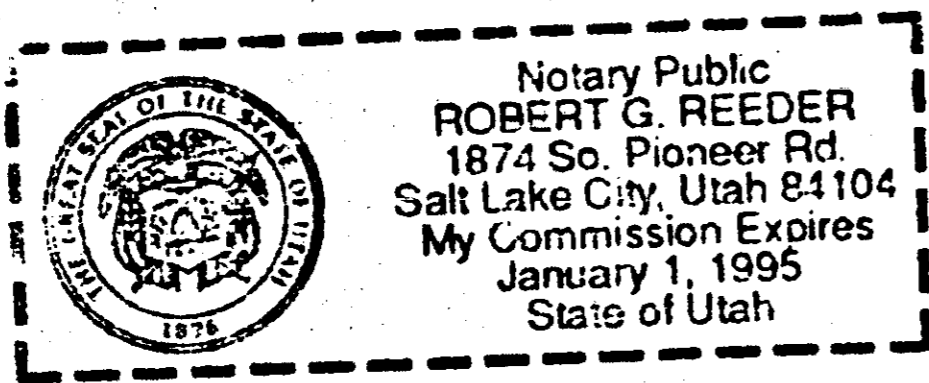
By [Signature]
Its owner / Harold Parker

STATE OF UTAH)

COUNTY OF SALT LAKE)

: ss.

The foregoing instrument was acknowledged before me
this 10TH day of JANUARY, 1992, by _____.



Robert G. Reeder
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

1-1-95

BOOK 650 PAGE 802

Robert W. Walpole

OWNER:

Unit 21:

By
Its

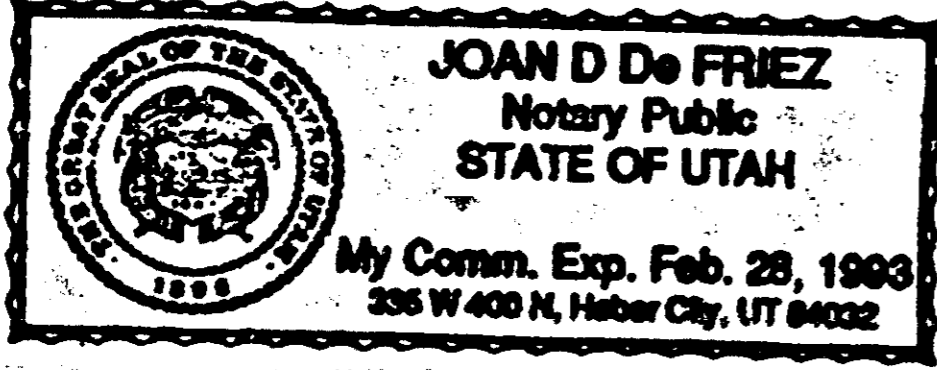
Robert W. Walpole
owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

this 16th day of January, 1991 by _____
The foregoing instrument was acknowledged before me



Joan De Friez
NOTARY PUBLIC
Residing at: Heber City, Utah

My Commission Expires:

2-28-93

BOOK 050 PAGE 803

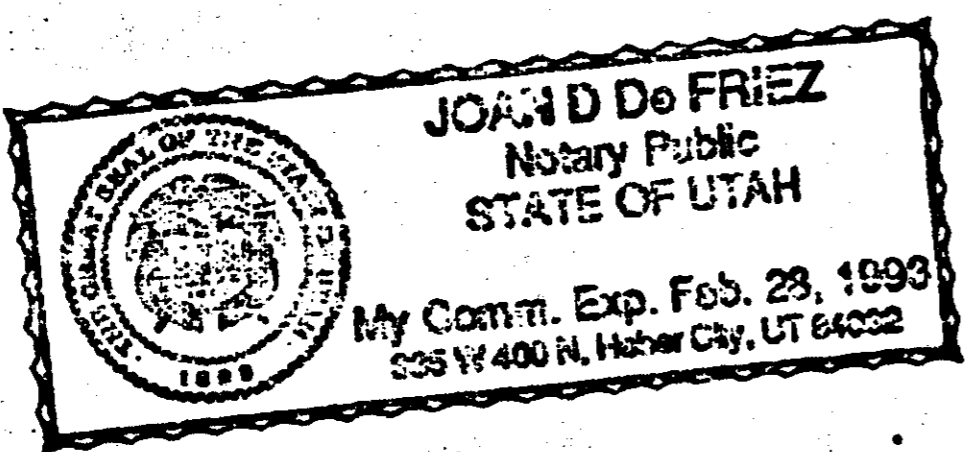
OWNER: John & Henri PINKERTON

Unit 22:

By [Signature]
Its [Signature]

STATE OF UTAH)
COUNTY OF Summit) ss.

this 12th day of December, 1991, by _____
The foregoing instrument was acknowledged before me



[Signature]
NOTARY PUBLIC
Residing at: [Signature]

My Commission Expires:
2-28-93

OWNER:

David Anderson

Unit 24:

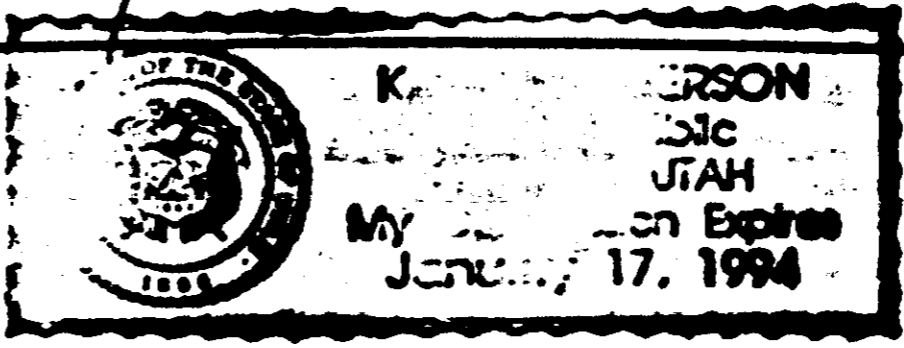
By
Its

[Signature]

STATE OF UTAH

COUNTY OF Summit

)
: ss.
)



The foregoing instrument was acknowledged before me
this 16th day of January, 1994 by David Anderson.

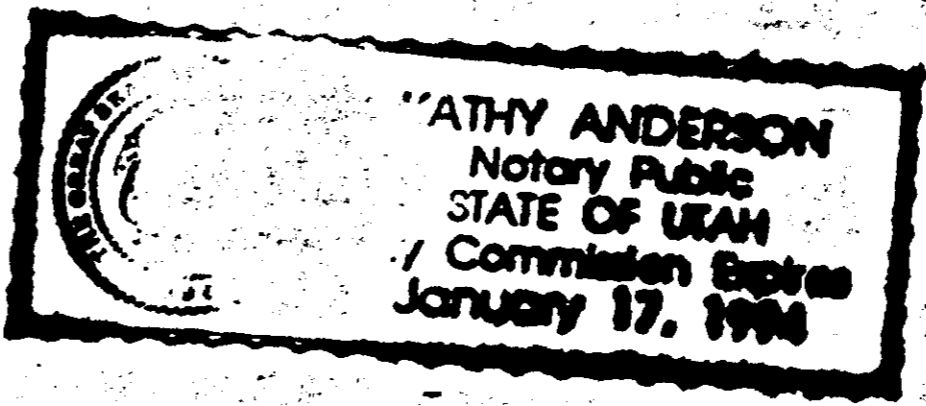
Kathy Anderson

NOTARY PUBLIC
Residing at:

Summit County

My Commission Expires:

1-17-94



BOOK 650 PAGE 805

OWNER:

Unit 25:

Leslie Couvillon

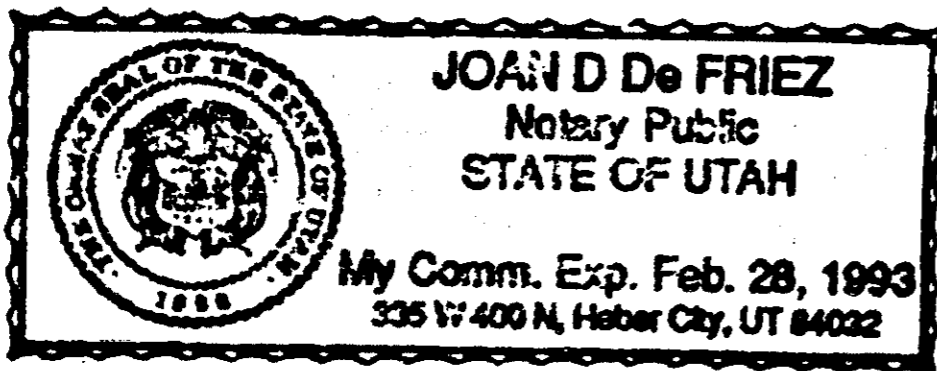
By Leslie Couvillon
Its owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

The foregoing instrument was acknowledged before me
this 12th day of December, 1991, by _____.



Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 806

OWNER:

E. Scott Savage

Unit 26:

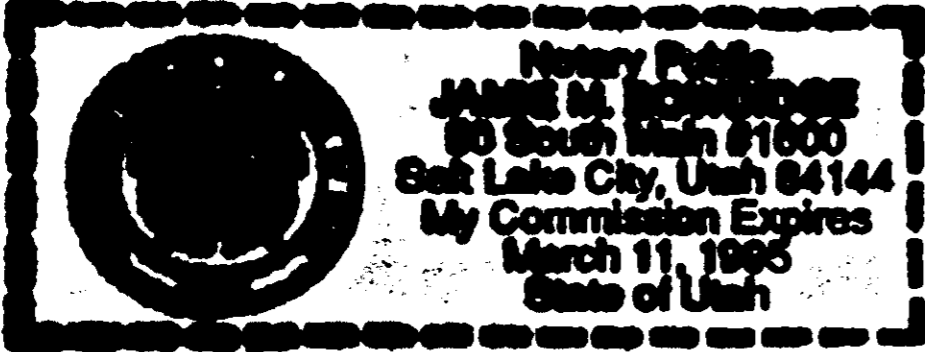
By *E. Scott Savage*
Its OWNER

STATE OF UTAH)

COUNTY OF *Salt Lake*)

ss.

The foregoing instrument was acknowledged before me
this *23* day of *January*, 1992, by *E. Scott Savage*.



James M. Bourdige
NOTARY PUBLIC
Residing at: *Salt Lake County, UT*

My Commission Expires:

March 11, 1995

BOOK 650 PAGE 807

OWNER:

Unit #27:

Henry S. Hemingway

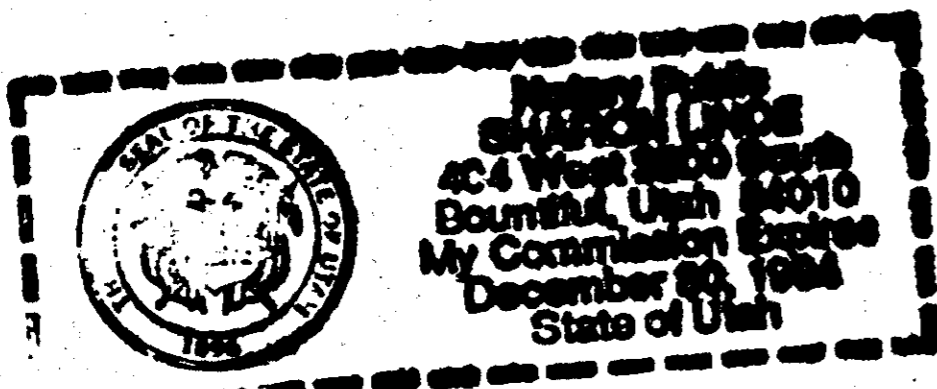
By Henry S. Hemingway, Trustee
Its _____

STATE OF UTAH)

COUNTY OF Salt Lake)

ss.

this 13th day of Jan, 1992, by Henry S. Hemingway.
The foregoing instrument was acknowledged before me



Sharon Lynde
NOTARY PUBLIC
Residing at: SP, Utah

My Commission Expires:

12/30/94

BOOK 650 PAGE 808

OWNER:

Unit 30:

Sidney D. Hughes

By
Its

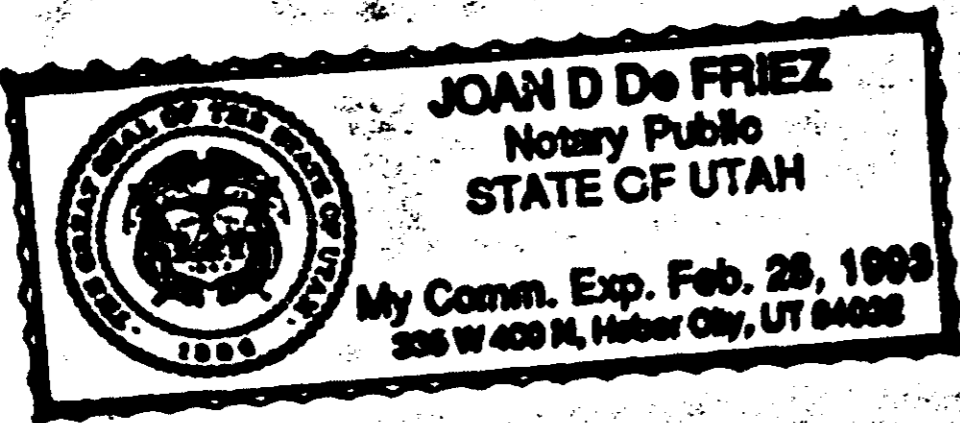
Sidney D. Hughes
owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

this 14th day of January, 1992, by _____
The foregoing instrument was acknowledged before me



Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 809

OWNER:

Unit 32:

Loren E. Carlson

By
Its

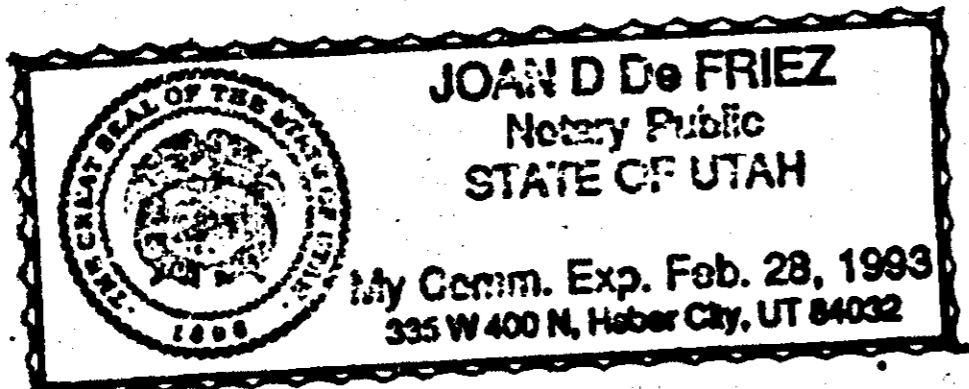
Loren E. Carlson
OWNER

STATE OF UTAH)

COUNTY OF Summit)

ss.

this 12th day of December 1991, by _____
The foregoing instrument was acknowledged before me



NOTARY PUBLIC
Residing at: _____

Joan D. Friez
Heber City, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 810

OWNER:

Unit 33:

Fred Schnepfer

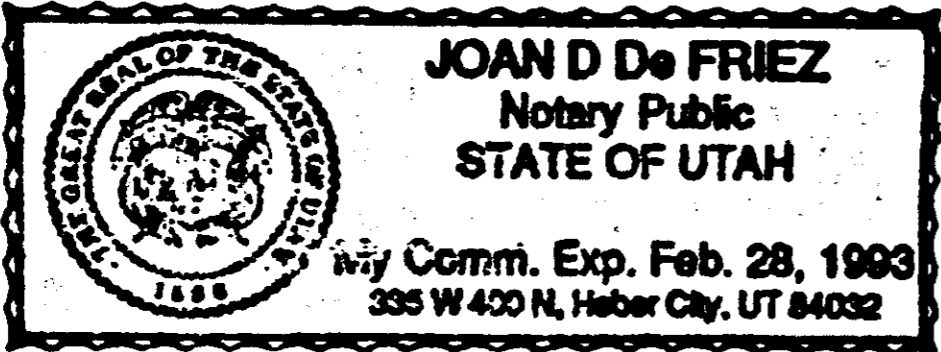
By Fred W Schnepfer
Its owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

The foregoing instrument was acknowledged before me
this 27 day of February, 1992 by Fred Schnepfer.



Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 811

OWNER:

Unit 34:

C. Gordon Call

By
Its

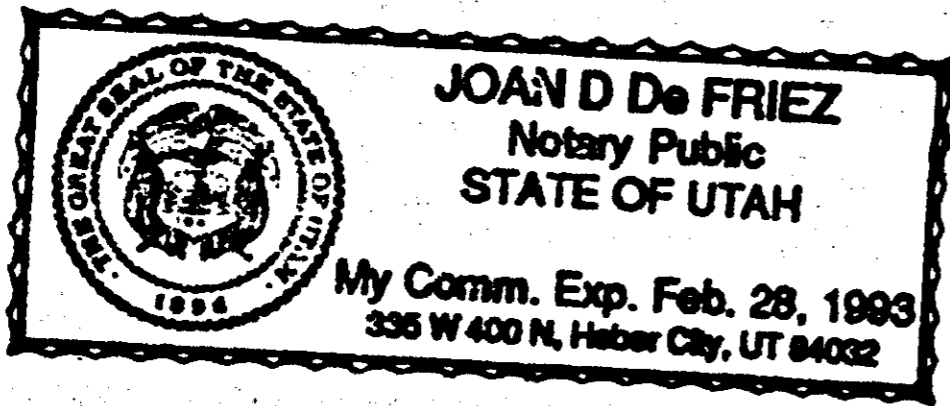
[Signature]
Owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

this 12 day of December, 1991, by [Signature] the foregoing instrument was acknowledged before me



[Signature]
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 812

OWNER:

Unit #35:

Ola Joyce Johnson

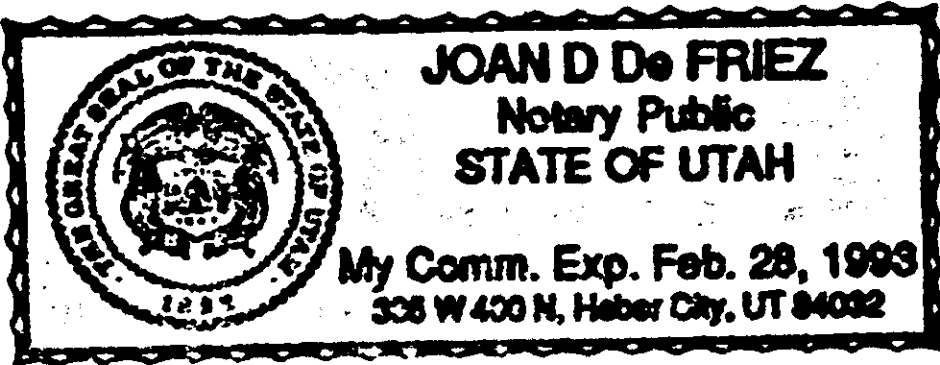
By Ola Joyce Johnson
Its owner

STATE OF UTAH)

COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me
this 16th day of January, 1998 by _____

Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah



My Commission Expires:

2-28-93

BOOK 650 PAGE 813

OWNER:

Unit 36:

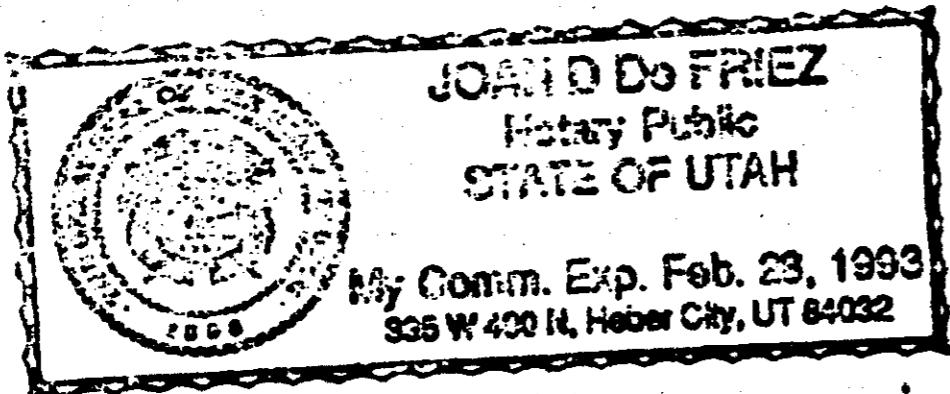
West Park Investors
Bruce L. Richards

By *[Signature]*
Its President

STATE OF UTAH)

COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me
this 12 day of December 1991, by _____.



[Signature]
NOTARY PUBLIC
Residing at: *Heber, UT*

My Commission Expires:

2-28-93

BOOK 650 PAGE 814

OWNER:

James L. Duncan

Unit 37:

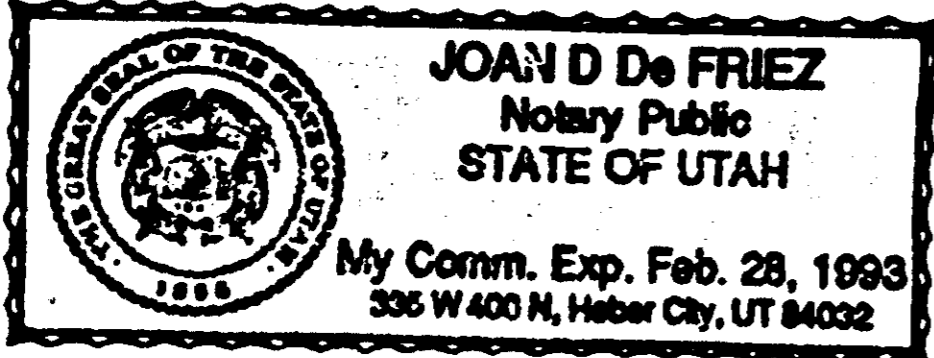
By James L. Duncan
Its Owner

STATE OF UTAH)

COUNTY OF Summit)

ss.

The foregoing instrument was acknowledged before me
this 12 day of December 1991, by _____.



Joan D. Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 815

OWNER:

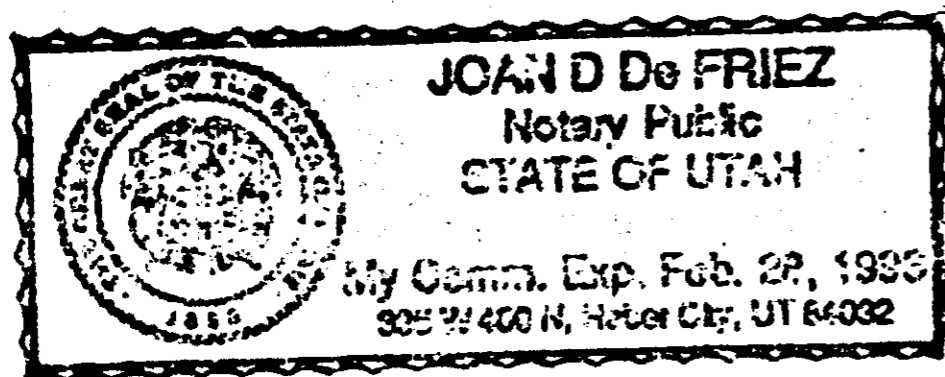
Unit 3941 N. Village Ranch I. F. Koleman
38

By [Signature]
Its Owner

STATE OF UTAH)

COUNTY OF Summit ; ss.

The foregoing instrument was acknowledged before me
this 12th day of December, 1991, by _____.



[Signature]
NOTARY PUBLIC
Residing at: Helper, Utah

My Commission Expires:

2-28-93

OWNER:

Unit 39:

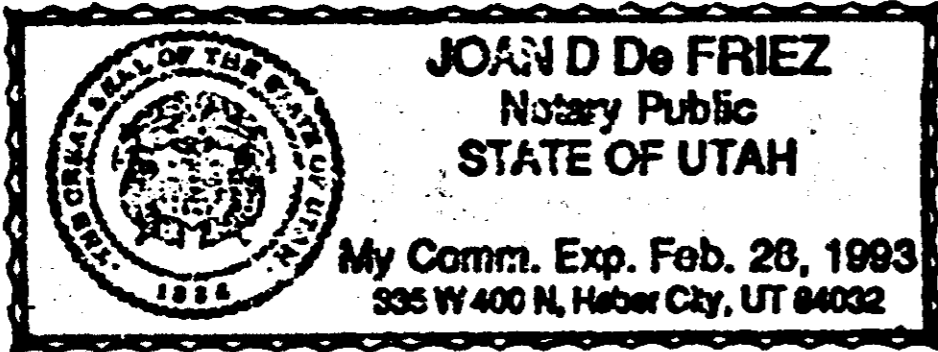
Bonnie G. Smith

By Bonnie G. Smith
Its _____

STATE OF UTAH)

COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me
this 12 day of December 1991, by _____



Joan D De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 817

OWNER:

Arthur J. Roscoe

Unit 40:

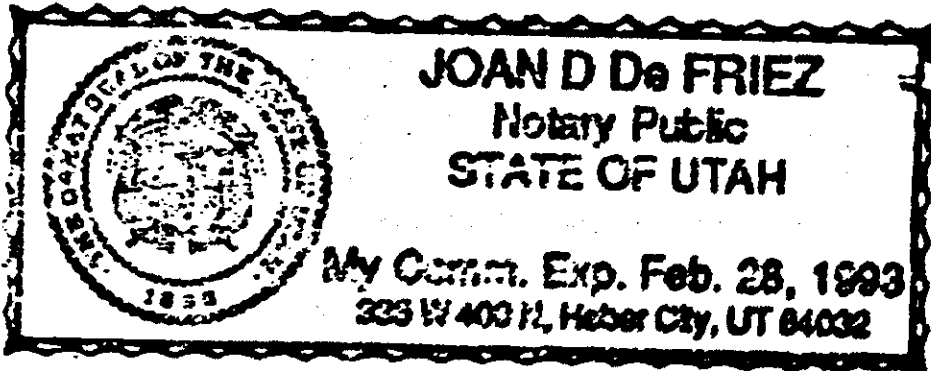
By Arthur J. Roscoe
Its _____

STATE OF UTAH)

COUNTY OF Summit)

ss.

The foregoing instrument was acknowledged before me
this 21 day of January, 1992 by _____.



Joan De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 818

OWNER:

Unit 41:

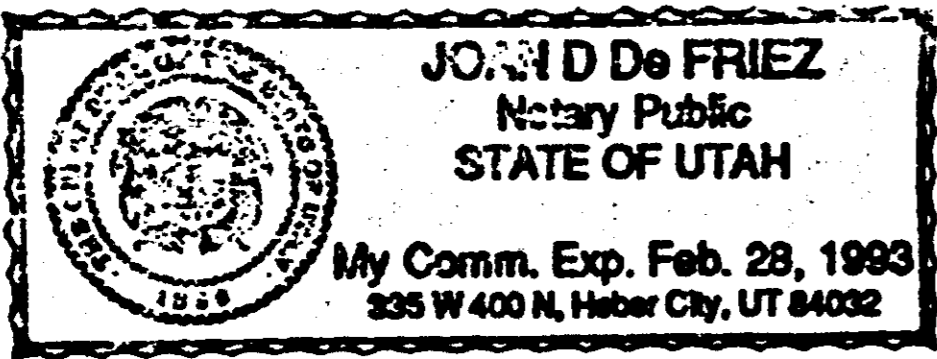
Edward T. Dolan

By Edward T. Dolan #41
Its Agent

STATE OF UTAH)

COUNTY OF Summit) ss.

this 12th day of December 1991, by _____
The foregoing instrument was acknowledged before me



Joan D De Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:

2-28-93

BOOK 650 PAGE 819

OWNER:

Unit 42A

By
Its

OWNER

Kent Kunz
[Signature]

STATE OF UTAH

COUNTY OF _____

)
:
) ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by _____.

NO. 201

GENERAL ACKNOWLEDGMENT

State of California

County of Fresno

SS.

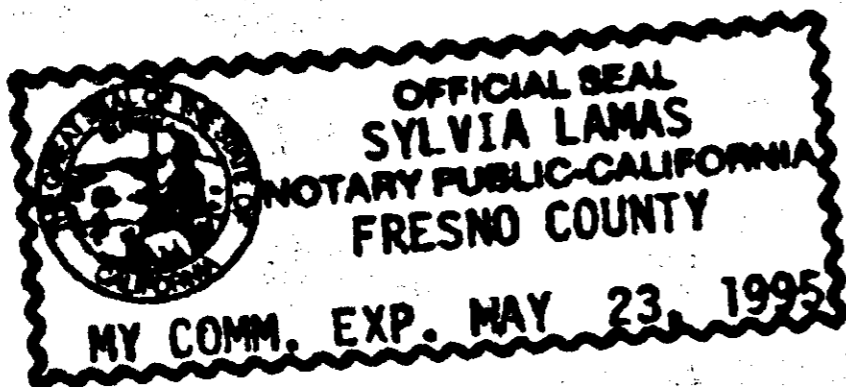
On this the 13th day of January, 1992, before me,

SYLVIA LAMAS

the undersigned Notary Public, personally appeared

R. KENT KUNZ

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) R. Kent Kunz subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.



Sylvia Lamas
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 8236 Rammet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

7110 122

BOOK 650 PAGE 820

OWNER:

Unit 56:

Gerald G. Smith Jr.

By
Its

Gerald G. Smith Jr.

STATE OF UTAH)

)

: ss. 529-50-3242

COUNTY OF SALT LAKE)

)

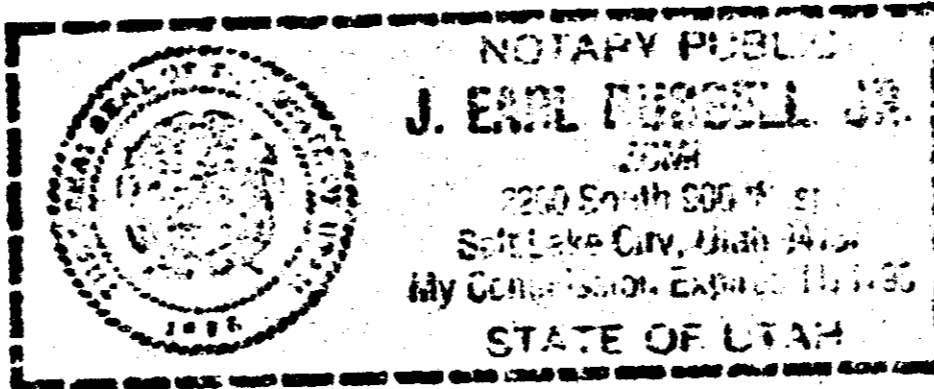
The foregoing instrument was acknowledged before me
this 20 day of NOVEMBER, 1991, by Gerald G. Smith Jr.

[Signature]
NOTARY PUBLIC

Residing at: SALT LAKE CITY, UTAH

My Commission Expires:

NOV-1-1995



BOOK 650 PAGE 821

OWNER:

Unit 57:

Douglas L. Wake

By Douglas L. Wake
Its Margaret B. Wake
owners

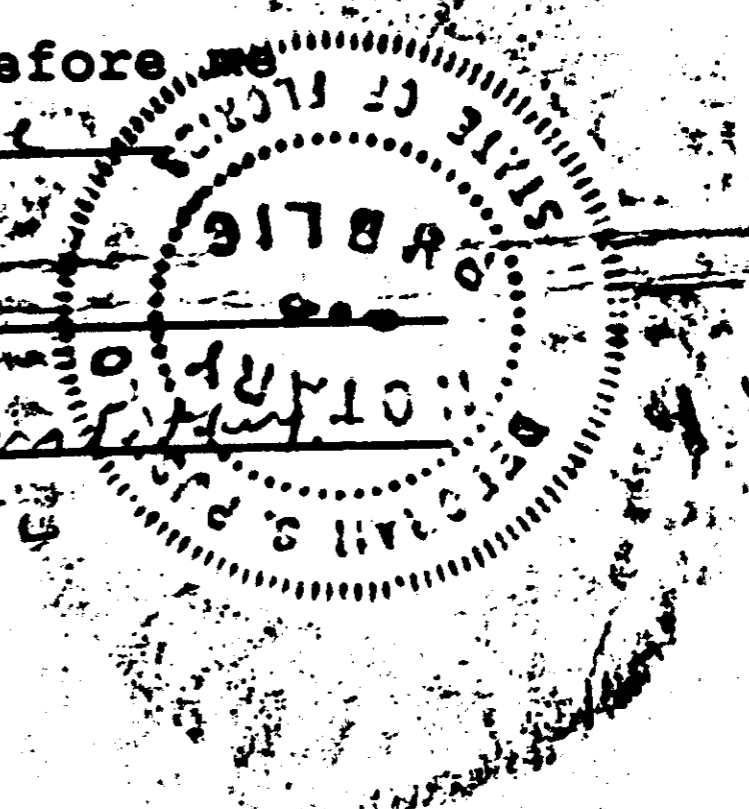
FL
STATE OF ~~UTAH~~

COUNTY OF Broward

)
:
ss.
)

The foregoing instrument was acknowledged before me
this 19 day of Nov, 1991, by Douglas Wake

Delores S. Pruehl
NOTARY PUBLIC
Residing at: 1530 N. Federal Highway
Pompano Beach, FL



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 18, 1994 /
BONDED THRU AGENT'S NOTARY BROKERAGE

BOOK 650 PAGE 822

OWNER:

Unit 59:

3920 Village Road

Ronald D. Coleman

By Ronald D. Coleman
Its Owner

STATE OF UTAH)

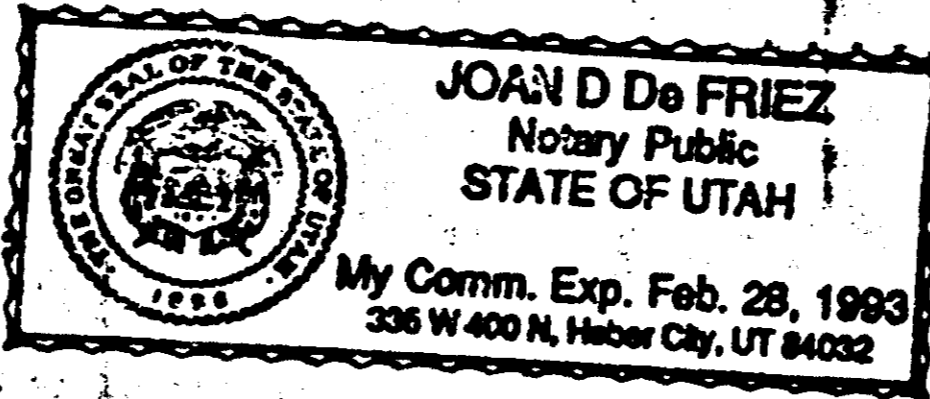
COUNTY OF Summit ; ss.

The foregoing instrument was acknowledged before me
this 10th day of January, 1991, by _____.

Joan De Friez
NOTARY PUBLIC
Residing at: Albion, UT

My Commission Expires:

2-28-93



BOOK 650 PAGE 823

OWNER:

Robert J. Stanton

Unit 61:

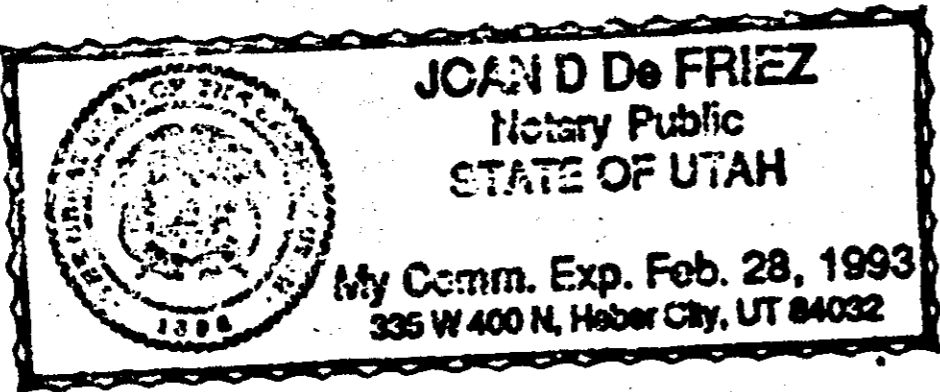
By Robert J. Stanton
Its OWNER

STATE OF UTAH)

)
: ss.
)

COUNTY OF Summit

this 12th day of December, 1991, by _____
The foregoing instrument was acknowledged before me



Joan D. Friez
NOTARY PUBLIC
Residing at: Heber, Utah

My Commission Expires:
2-28-93