

ENTRY NO. 00882568

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 76.00 BY STRACHAN STRACHAN & SIMON



This THIRD SUPPLEMENTAL DECLARATION and AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 31st day of AUGUST, 2009, by the Management Committees of the Associations of Unit Owners of RED PINES CHALETS, PHASE THREE.

I. RECITALS

A. The Red Pine Chalets were established in four separate phases pursuant to certain Covenants, Conditions and Restrictions ("Original CCRs") recorded in the office of the County Recorder of Summit County, State of Utah. The Original CCRs establishing each phase are as follows:

1. Phase One: Condominium Declaration for Red Pine Chalets, Phase One, Entry No. 164352, as amended.

2. Phase Two: Condominium Declaration for Red Pine Chalets, Phase Two, Entry No. 166720, as amended.

3. Phase Three: Condominium Declaration for Red Pine Chalets, Phase Three, Entry No. 166721, as amended.

4. Phase Four: Condominium Declaration for Red Pine Chalets, Phase Four, Entry No. 186198, as amended.

B. Each of the four phases described above were governed by separate Management Committees pursuant to Article XIII of each phase's CCRs (collectively referred to hereinafter as "Phase Management Committees.")

C. It is the purpose and intention of this document to amend all applicable CCRs, including all prior amendments or supplements thereto, for each of the four phases in order to establish one singular governing body which will control the affairs of all four phases of the Red Pine Chalets.

D. It is the further purpose of this document to clarify that each phase will elect its own "Phase Representative," as that term is defined below, who, among other things, will serve on the Board of Directors of the Red Pine Community Association.

II. DEFINITIONS

Except as defined herein or as may be required by the context, all terms defined in Article II of the Original CCRs, shall have such defined meanings when used in this Supplemental Declaration and Amendment.

1. Condominium Project: The term "Condominium Project" or sometimes "Condominium" or "the Project" shall mean and refer to the Property comprising the four phases of the Red Pine Chalets. This definition shall apply only for the purposes the amendments contained herein regarding the Management Committee. In all other

circumstances, or wherever context dictates, the definition contained in the Original CCRs shall control.

2. **Management Committee:** The term "Management Committee" shall refer to the governing body hereby created which manages, operates, and maintains the business, Property and affairs of all four phases of the Red Pine Chalets as provided below.

3. **Phase One:** The term "Phase One" shall mean all property described in Exhibit A to the Original CCRs recorded in the office of the County Recorder of Summit County, State of Utah, Entry No. 164352.

4. **Phase Two:** The term "Phase Two" shall mean all property described in Exhibit A to the Original CCRs recorded in the office of the County Recorder of Summit County, State of Utah, Entry No. 166720.

5. **Phase Three:** The term "Phase Three" shall mean all property described in Exhibit A to the Original CCRs recorded in the office of the County Recorder of Summit County, State of Utah, Entry No. 166721.

6. **Phase Four:** The term "Phase Four" shall mean all property described in Exhibit A to the Original CCRs recorded in the office of the County Recorder of Summit County, State of Utah, Entry No. 186198.

III. AMENDMENTS

A. Amendments to Article XIII of the Original CCRs for Phase Three

The following amendments apply to the original CCRs for Phase One, and to any and all amendments or supplements to said CCRs. Article XIII (entitled "Management") of the CCRs for Phase One are hereby amended to provide as follows:

(a) **Management Committee.** The Management Committee shall act as an agent for each and every Unit Owner within any of the four phases of the Red Pine Chalets. The Management Committee shall, in connection with its exercise of any of the powers delineated in paragraphs (1) through (10) below, constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority and powers:

1. The authority, without the vote or consent of Unit Owners or of any other person(s), to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and/or through the Common Areas and Facilities within the four phases of the Red Pine Chalets;

2. The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent of all Unit Owners within the four phases necessary to authorize such amendment.

3. The power to sue or be sued;

4. The authority to enter into contracts which in any way concern the four phases of the Red Pine Chalets, so long as any vote or consent of all Unit Owners within the four phases necessitated by the subject matter of the agreement has been obtained;

5. The power and authority to purchase, acquire, or accept title to, any interest in real property, so long as such action has been authorized by any vote or consent of all Unit Owners within the four phases which is necessary under the circumstances;

6. The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the four phases of Red Pine Chalets, so long as such action has been authorized by the necessary vote and consent of all Unit Owners within the four phases;

7. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to ensure that the four phases of the Red Pine Chalets are maintained and used in a manner consistent with the interests of the Unit Owners as well as the authority to impose special assessments or other sanctions on Unit Owners for failure to comply with the provisions of the Original CCRs or any of the aforesaid rules, regulations, or procedures. If imposed, such special assessments constitute liens upon the affected Unit and notice thereof may be filed and the lien foreclosed upon on the same manner as liens for non-payment of common area expenses.

8. The authority to enter any Unit at any time that it is unoccupied for any legitimate Management Committee purpose.

9. The power and authority to perform other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners; and

10. Any instrument executed by the Management Committee that recites facts, which, if true, would establish the Management Committee's power and authority to accomplish through such instrument that is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value reasonably relies on said instrument.

(b) Composition of Management Committee. The Management Committee shall be composed of five (5) members, one Unit Owner from each phase (hereinafter "Phase Representative"), and one at-large member who represents all four phases (hereinafter

"At Large Representative". The Management Committee shall vote to elect its President, Vice President, Secretary and Treasurer.

Election of Phase Representative: At each regular Owners' meeting of Unit Owners within Phase One, a Phase Representative shall be elected for a one-year term. Only Unit Owners or officers and agents of Unit Owners other than individuals shall be eligible to be a Phase Representative. At the annual meeting, when electing the Phase Representative, the Owner(s) of each Unit shall be entitled to the number of votes determined by multiplying the percentage of undivided ownership interest appurtenant to the Unit times the number of seats to be filled. Said votes may be voted in favor of as many candidates for Management Committee membership as Owner(s) desire, or may be cumulated and voted for a lesser number of candidates. The candidate with the greatest number of votes shall be the Phase Representative.

The Phase Representatives, but not the At Large Representative, elected according to the procedures above shall sit on the Board of Directors of the Red Pine Community Association, and shall serve as the "Trustee" for their phase pursuant to section 3.2 of the Declaration of Covenants, Conditions, and Restrictions of the Recreational Facilities for Red Pine Community.

Appointment of At Large Representative: The Phase Representatives shall appoint the At Large Representative. For the year immediately following the enactment of this Third Supplemental Declaration and Amendment, the At Large Representative will be chosen by the four Phase Representatives. Thereafter, the At Large Representative will be appointed annually by the Management Committee immediately prior to the election of Phase Representatives.

Any Management Committee member who fails on three successive occasions to attend Management Committee meetings (whether regular or special) or who has not attended at least 75% of all Management Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Management Committee seat becomes vacant, whether by reason of forfeiture or due to another cause, the remaining Management Committee members shall elect a replacement to sit on the Management Committee until the expiration of the term for which the member being replaced was elected. Unless a Management Committee member forfeits or otherwise loses his seat as herein provided, a member shall serve on the Management Committee until his successor is elected and qualifies. Management Committee members shall be reimbursed out of common expense assessments for all expenses reasonable incurred in connection with Management Committee business, but shall receive no additional compensation for their services as Management Committee members.

(c) Responsibility. The Management Committee shall be responsible for the control, operation, and management of the four phases of the Red Pine Chalets in accordance with the provisions of the Act, the Original CCRs, including all amendments and supplements thereto, and such administrative, management and operational rules and

regulations as the Management Committee may adopt from time to time, and all agreements and determinations lawfully made and entered by the Management Committee.

(d) **Approval Required.** The Management Committee shall not, without the prior favorable vote or the written consent of the Unit Owners of a majority interest in the undivided ownership of the Common Areas of the four phases, have the authority to purchase or sell any real property or add any property to the Common Areas of the four phases.

(e) **Additional Facilities.** The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interest of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(f) **Manager.** The Management Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the project for the benefit of the Management Committee and the Unity Owners, and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

In the event the Red Pine Community Association has entered an agreement with a Project Manager pursuant to a vote by the Board of Directors of Red Pine Community Association, the Management Committee may choose to use the same Project Manager as the Red Pine Community Association according to the same terms and conditions as those between the Project Manager and the Red Pine Community Association.

B. Amendments to Article XV of the Original CCRs for Phase Three

The following amendments apply to the original CCRs for Phase Three, and to any and all prior amendments or supplements to said CCRs. Article XV (entitled "Assessments") of the CCRs for Phase Three are hereby amended to provide as follows:

Every Unit Owner shall pay his proportionate share of the common expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the declaration, or the Bylaws. There shall be a lien for nonpayment of common expenses as provided in the act.

In assessing Unit Owners for capital improvements, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of \$50,000 shall be made without the same having been first voted on and approved by at least a majority of the Unit Owners in the Condominium Project. Expenditures for maintenance shall not be

considered "capital improvements" for purposes of this section. Maintenance expenses include, but are not limited to, expenses for maintenance of roofs, steps, railings, landings, and parking lot resurfacing.

IV. CERTIFICATION OF VOTE

The Management Committee of Phase Three of the Red Pine Chalets, by and through its officers and/or representative(s), and pursuant to the provisions of Article XXVII of the Original CCRs, hereby certifies that a vote of the Unit Owners of Phase Three has occurred and with respect thereto, Unit Owners owning not less than 66.66% of the undivided interest in the Common Areas and Facilities of Phase Three have given their affirmative and approval for the amendments contained herein.

V. EFFECTIVE DATE

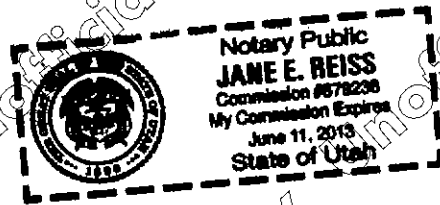
The effective date of this Supplement and Amendment shall be the date on which said instruments are filed for record with the Office of the County Recorder of Summit County, State of Utah. From and after said date, the Original CCRs and the Original Map of Red Pine Chalets, Phase Condominiums shall be amended consistent herewith.

IN WITNESS WHEREOF, the Management Committee of Phase Three of the Red Pine Chalets, by and through its officers and/or representative(s), has executed this instrument on the 31st day of August, 2009.

**MAMANGEMENT COMMITTEE OF
PHASE THREE OF THE RED PINE CHALETs**

ATTEST:

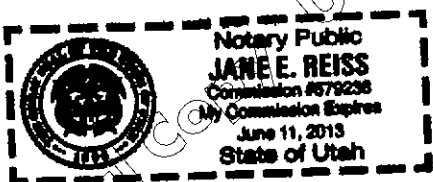
Rima Shale
Its President



VERIFICATION

STATE OF Utah
COUNTY OF Summit : SS

On the 16 day of September, 2009, personally appeared before me Jane E. Reiss, who on oath did say that he is the President of the Management Committee of Phase Three of the Red Pine Chalets, and that the foregoing instrument was signed on behalf of said Management Committee with proper consent and authority.



[Signature]
Affiant

[Signature]
NOTARY PUBLIC
Residing

at: Summit Co
My Commission Expires

6/11/13

PHASE III

Voting 2009 3rd Supplemental to CC&RS

Bldg U	Value
1	
2 Y	1
3	
4 Y	1
5 Y	1.5
6 Y	1.5
7 Y	1.5
8	

Actual Yes - 6.5

Bldg V	Value
1	
2	
3 Y	1
4 Y	1
5 Y	1.5
6 Y	1.5
7 Y	1.5
8 Y	1.5

Actual Yes - 8

Bldg W	Value
1 Y	1
2 Y	1
3 Y	1
4 Y	1
5 Y	1.5
6 Y	1.5
7 Y	1.5
8	

Actual Yes - 8.5

Bldg X	Value
1	
2 Y	1
3 Y	1
4	
5 Y	1.5
6 Y	1.5
7 N	
8 Y	1.5

Actual Yes -6.5

Bldg Y	Value
1 Y	1
2	
3	
4 Y	1
5 Y	1.5
6 Y	1.5
7	
8 Y	1.5

Actual Yes - 6.5

Bldg Z	Value
1 Y	1
2 Y	1
3 Y	1
4	
5	
6 Y	1.5
7 Y	1.5
8 Y	1.5

Actual Yes -7.5

43.5 Yes of a possible 60 = 72.5%

0189765 RP-3-U-1
SCOTT EDWIN REESE
10389 SANDALWOOD
HEBER CITY, UT 84032

0189773 RP-3-U-2
ONDERKO JEFFREY
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0189781 RP-3-U-3
NICKS DAVID G ETAL
5174 HEATHER LN
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0189799 RP-3-U-4
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CENTERVILLE, UT 84014

0189807 RP-3-U-5
SIMMONS JOSEPH C & SHANNA
2627 SAN MARCUS CIR
ST GEORGE, UT 84770

0189815 RP-3-U-6
BURTON GENE H JR H/W (JT)
4944 GLATFELTER RD
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0189823 RP-3-U-7
MACKENZIE CLEMENS I
14268 S LONG RIDGE DR
HERRIMAN, UT 84096

0189831 RP-3-U-8
JOHNSTON SCOTT D
1197 AMADOR AVE
VISTA, CA 92083-5661

0189849 RP-3-V-1
NICKS DAVID G & WANDA S H
5174 HEATHER LN
PARK CITY, UT 84098

0189856 RP-3-V-2
SEITEL HOLDINGS RED PINE
2515 NE 47TH ST
FORT LAUDERDALE, FL 33308-4830

0189864 RP-3-V-3
PETERSEN J RUSSELL TRUSTE
2675 E 2100 S
SALT LAKE CITY, UT 84109

0189872 RP-3-V-4
PRAATS JOHAN H/W (JT)
7515 WANDERING OAK WAY
CUMMING, GA 30041

0189880 RP-3-V-5
WOLFF JEFFREY S T/C
5308 LITTLE FAWN CT
LAS VEGAS, NV 89130

0189898 RP-3-V-6
DPD PROPERTIES LLC
1935 E 3200 N
NORTH LOGAN, UT 84341

0189906 RP-3-V-7
FEINGOLD STERHEN W H/W (J)
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SCARSDALE, NY 10583

0189914 RP-3-V-8
R P ASSOCIATES
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0189922 RP-3-W-1
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0189930 RP-3-W-2
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0189948 RP-3-W-3
ESTES JOSEPH L & JOYCE C
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0189955 RP-3-W-4
TALLEY JENNIFER
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PARK CITY, UT 84060-3582

0189963 RP-3-W-5
HOROWITZ ROBERT A & LORI
25 UPLAND LN
ARMONK, NY 10504

0189971 RP-3-W-6
MOUSER GERALD F
13449 SADDLE RIDGE DR
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0189989 RP-3-W-7
GEORGE G CHACHAS TRUST ET
3488 LADY HILL RD
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0189997 RP-3-W-8
ROSS DAVID & JULIE
2025 CANYONS RESORT DR #W-8
PARK CITY, UT 84098

0190003 RP-3-X-1
REED KENNITH A
2025 CANYONS RESORT DR #X1
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0190011 RP-3-X-2
MADSEN ERNEST C TRUSTEE
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0190029 RP-3-X-3
WEYRICK MAX T
4660 JEFFERSON TOWNSHIP LN
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0190037 RP-3-X-4
BAILEY MARNIE LYNN
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0190045 RP-3-X-5
PERRY BRIAN
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CEDAR GLEN, CA 92321

0190052 RP-3-X-6
BIJCO LLC
8704 S SUGARLOAF DR
SANDY, UT 84098

0190060 RP-3-X-7
CRAIL CLARENCE R & DEBORA
792 TERRACE HILLS DR
SALT LAKE CITY, UT 84103-4036

0190078 RP-3-X-8
SCUDDER HENRY HALSTED H/W
10 PAYDAY DR
PARK CITY, UT 84060-6701

0190086 RP-3-Y-1
LAMBERT JEFFREY S & FRANC
5051 OVID PL
SAN DIEGO, CA 92117

0190094 RP-3-Y-2
OLSEN DANNY S & JO DELL
225 N 850 E
OREM, UT 84097

0190102 RP-3-Y-3
SELLS LAURA L
1960 HERBERT AVE
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0190110 RP-3-Y-4
WATSON RANDY R
8855 COLLINS AVE #8H
MIAMI BEACH, FL 33154

0190128 RP-3-Y-5
NORSETH STACEY D
5310 VITAE SPRINGS RD S
SALEM, OR 97306-9707

0190136 RP-3-Y-6
RINGEL JON H
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FAIRFIELD, CT 06824-2118

0190144 RP-3-Y-7
HAZELETT TERRY D H/W (JT)
2152 ALAQUA DR
LONGWOOD, FL 32779

0190151 RP-3-Y-8
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0190169 RP-3-Z-1
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SOLANA BEACH, CA 92075

0190177 RP-3-Z-2
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0190185 RP-3-Z-3
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0190193 RP-3-Z-4
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0190201 RP-3-Z-5
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0190219 RP-3-Z-6
ALLEN RICHARD C
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0190227 RP-3-Z-7
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