



This THIRD SUPPLEMENTAL DECLARATION and AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 28<sup>TH</sup> day of AUGUST, 2009, by the Management Committees of the Associations of Unit Owners of RED PINES CHALETS, PHASE TWO.

**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 Two

The following amendments apply to the original CCRs for Phase Two, and to any and all amendments or supplements to said CCRs. Article XIII (entitled "Management") of the CCRs for Phase Two 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 Two, 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 chose 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 Two**

The following amendments apply to the original CCRs for Phase One, and to any and all prior amendments or supplements to said CCRs. Article XV (entitled "Assessments") of the CCRs for Phase One 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 Two 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 Two 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 Two have given their affirmative and approval for the amendments contained herein.

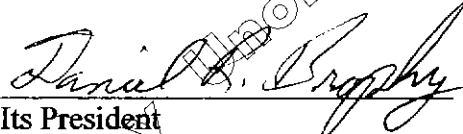
#### V. EFFECTIVE DATE

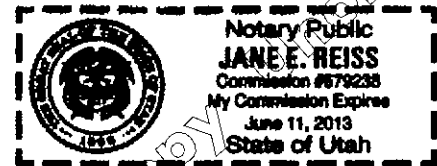
The effective date of this Supplement and Amendment shall be the date on which said instruments are filed for record with the Office of the County Recorder of Summit County, State of Utah. From and after said date, the Original CCRs and the Original Map of Red Pine Chalets, Phase Condominiums shall be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

IN WITNESS WHEREOF, the Management Committee of Phase Two of the Red Pine Chalets, by and through its officers and/or representative(s), has executed this instrument on the 28 day of August, 2009.

MAMANGEMENT COMMITTEE OF  
PHASE TWO OF THE RED PINE CHALETS

ATTEST:

  
Its President

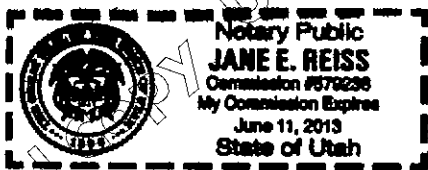


VERIFICATION

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 Two of the Red Pine Chalets, and that the foregoing instrument was signed on behalf of said Management Committee with proper consent and authority.



Affiant

[Signature]  
NOTARY PUBLIC  
Residing

at: Summit Co.

My Commission Expires:

6/11/13

**PHASE II**

**Voting 2009 3rd Supplemental to CC&RS**

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

Actual Yes - 9

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

Actual Yes - 9

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

Actual Yes - 6

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

Actual Yes - 5

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

Actual Yes - 6

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

Actual Yes - 5.5

Bldg T	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 Y	1.5

Actual Yes - 10

50.5 Yes of a possible 70 = 72%



0189203 RP-2-N-1  
MORGAN EARL D  
3466 CREEK RD  
SALT LAKE CITY, UT 84121

0189211 RP-2-N-2  
ELEGANTE JAMES M  
1740 S OAK SPRINGS DR  
SALT LAKE CITY, UT 84108

0189229 RP-2-N-3  
GRANGE SEAN TIMOTHY HAW ( )  
2925 VIA BLANCO  
SAN CLEMENTE, CA 92673-3568

0189237 RP-2-N-4  
MACDONALD MARSALI W  
752 MARLIN AVE #3  
FOSTER CITY, CA 94404

0189245 RP-2-N-5  
TRABKA LEONARD J & SKINNE  
1239 ROGERS CT SW APT C  
OLYMPIA, WA 98502-0523

0189252 RP-2-N-6  
ERWIN DAVID & TRELEASE SA  
2024 CANYONS RESORT DR #N-6  
PARK CITY, UT 84098

0189260 RP-2-N-7  
GRUBE PAULCE & ANNE L SUC  
2020 FIR DR  
ROCK SPRINGS, WY 82901

0189278 RP-2-N-8  
PAUKSTIS ANTHONY R TRUSTEE  
3011 E CHAPEL HILL RD  
ORANGE, CA 92867-1927

0189286 RP-2-O-1  
MARKOSIAN ROBERT TH W (J)  
3892 VISCOUNT DR  
SANDY, UT 84092

0189294 RP-2-O-2  
S&D INSURANCE AND FINANCE  
2720 CENTRAL AVE STE E  
MCKINLEYVILLE, CA 95519

0189302 RP-2-O-3  
FITZGERALD THOMAS M CO-TR  
YOCK DONNA  
2870 DUSTY STONE CT  
SANTA ROSA, CA 95405

0189310 RP-2-O-4  
LILLIE GERALD C & REGINA  
PO BOX 700  
MEAD, WA 99021-0700

0189328 RP-2-O-5  
DICK BRADLEY W & DEBORAH  
10004 MEYER POINT TERR  
POTOMAC, MD 20854

0189336 RP-2-O-6  
SMITH JEFFREY D & MARJORI  
47670 W HURON RIVER DR  
BELLEVILLE, MI 48111

0189344 RP-2-O-7  
ENOS ROBERT L & DIANE W H  
PO BOX 108  
LAUGHLINTOWN, PA 15655-0108

0189351 RP-2-O-8  
LOS OCHOS LLC  
750 B ST STE 3100  
SAN DIEGO, CA 92101

0189369 RP-2-P-1  
NICHOLS HARRIET L TRUSTEE  
123 PARKER HILL RD  
GARDNER, MA 01440

0189377 RP-2-P-2  
KIRKLEY ROSS F  
2025 CANYONS DR #P2  
PARK CITY, UT 84098

0189385 RP-2-P-3  
BECKMAN TERENCE R H/W (J)  
2025 CANYONS RESORT DR #P-3  
PARK CITY, UT 84098

0189393 RP-2-P-4  
BRANCAE LEWIS F JR H/W (J)  
6155 SEMINOLE ST  
MENTOR, OH 44060

0189401 RP-2-P-5  
WADDELL WAYNE & JOANN TRU  
2334 LONGFELLOW RD  
CARLSBAD, CA 92008-3829

0189419 RP-2-P-6  
WARD RICHARD H & LINDA G  
2027 EDGEWATER WAY  
SANTA BARBARA, CA 93109

0189427 RP-2-P-7  
FERRARO DANIEL L  
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BRIGHAM CITY, UT 84302-6713

0189435 RP-2-P-8  
APRIL KENNETH S  
PO BOX 980481  
PARK CITY, UT 84098

0189443 RP-2-Q-1  
GATES MICHAEL F TRUSTEE  
1689 DANBURY CROSSING DR  
HENDERSON, NV 89052

0189450 RP-2-Q-2  
E-PROPERTIES LC  
4139 S COLT CT  
WEST VALLEY CITY, UT 84120

0189468 RP-2-Q-3  
LINSOTT PETER N  
PO BOX 3684  
PARK CITY, UT 84060-3684

0189476 RP-2-Q-4  
STEVENSON ROBERT W  
5866 FAIRVIEW DR  
PARK CITY, UT 84098

0189484 RP-2-Q-5  
NAMDAR PARTNERSHIP  
925 S 4400 W  
SALT LAKE CITY, UT 84104

0189492 RP-2-Q-6  
BAILEY ROBERT M JR  
1805 RADFORD CT  
EL PASO, TX 79903

0189500 RP-2-Q-7  
KUROWSKI LINDA L TRUSTEE  
PO BOX 3097  
SANTA ANA, CA 92703-3097

0189518 RP-2-Q-8  
BLOMQUIST HAROLD A & KATH  
18595 LAKE DR  
MONUMENT, CO 80132-8610

0189526 RP-2-R-1  
WALSH MORGAN  
3707 LAKEVIEW RD  
CARSON CITY, NV 89703

0189534 RP-2-R-2  
BLOCK HOWARD J  
1819 HUNTINGTON LN #B  
REDONDO BEACH, CA 90278

0189542 RP-2-R-3  
PETERSEN J RUSSELL TRUSTE  
2675 E 2100 S  
SALT LAKE CITY, UT 84109

0189559 RP-2-R-4  
DOUGHERTY JAMES A & JOANN  
10981 SW 47TH ST  
MIAMI, FL 33165-6101

0189567 RP-2-R-5  
CALLAHAN JOEL T TRUSTEE  
1206 SECRET LAKE LOOP  
LINCOLN, CA 95648

0189575 RP-2-R-6  
NICHOLLS JAMES  
3377 SHEARWATER DR  
SACRAMENTO, CA 95833-9600

0189583 RP-2-R-7  
BURGESS DARRELL D TRUSTEE  
431 NW 130TH AVE  
PLANTATION, FL 33325

0189591 RP-2-R-8  
RHODES JOHN M  
8300 DOUGLAS AVE STE 625  
DALLAS, TX 75225

0189609 RP-2-S-1  
SWICK JOSHUA (JT)  
2655 TURNBERRY LN  
LEHI, UT 84043-6528

0189617 RP-2-S-2  
VODZAK BARBARA K & BRIAN  
222 AVERILL DR  
CHESAPEAKE, VA 23323

0189625 RP-2-S-3  
TALLEY JOSHUA J  
762 S 6TH ST  
PHILADELPHIA, PA 19147

0189633 RP-2-S-4  
DINGLEY DAMIAN J & SUZANN  
609 E 900 S  
SALT LAKE CITY, UT 84105

0189641 RP-2-S-5  
KRACAW KURT E & CINDY K C  
5188 STONEHOUSE DR  
WINNEMUCCA, NV 89445

0189658 RP-2-S-6  
COCKS WILLIAM  
DUNN MICHAEL  
7601 INNOVATION WAY  
MASON, OH 45040-9695

0189666 RP-2-S-7  
WARDE JOHN L & FRANCINE M  
9682 MELINDA CIR  
HUNTINGTON BEACH, CA 92646-  
8427

0189674 RP-2-S-8  
WHITE DONALD G  
231 LUCAS LN #12  
VOORHEES, NJ 08043-2538

0189682 RP-2-T-1  
WESTOVER M CHERIE (JT)  
623 W KRISTA CT  
SALT LAKE CITY, UT 84123

0189690 RP-2-T-2  
DEKOFF WILLIAM & DEBORAH  
3750 WAGON WHEEL WAY  
PARK CITY, UT 84098-5375

0189708 RP-2-T-3  
POLLOCK SISTERS LLC  
143 N MONTEREY DR  
ST GEORGE, UT 84770

0189716 RP-2-T-4  
SCHWARZ ARMIN & ELISABETH  
2451 E HIGH MOUNTAIN DR  
SANDY, UT 84092

0189724 RP-2-T-5  
CASTLETON PROPERTIES LLC  
3468 E BROCKBANK DR  
SALT LAKE CITY, UT 84124

0189732 RP-2-T-6  
BROPHY JUDITH H TRUSTEE  
3149 AMERICAN SADDLER DR  
PARK CITY, UT 84060

0189740 RP-2-T-7  
GATES RALPH P  
2025 CANYONS RESORT DR #17  
PARK CITY, UT 84098-6630

0189757 RP-2-T-8  
BROPHY DANIEL R TRUSTEE  
3149 AMERICAN SADDLER DR  
PARK CITY, UT 84060