

ENTRY NO. 0088 566

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 109.00 BY STRACHAN STRACHAN & SIMON



This THIRD SUPPLEMENTAL DECLARATION and AMENDMENT TO COVENANT'S, 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 ONE.

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~~ 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

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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 One

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 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 One

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 One 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 One has occurred and with respected thereto, Unit Owners owning not less than 66.66% of the undivided interest in the Common Areas and Facilities of Phase One have given their affirmative and approval for the amendments contained herein.

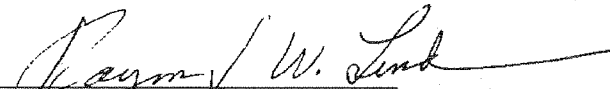
V. EFFECTIVE DATE

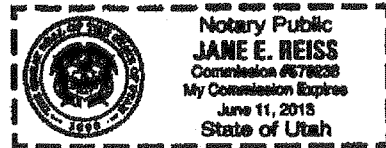
The effective date of this Supplement and Amendment shall be the date on which said instruments are filed for record with the Office of the County Recorder of Summit County, State of Utah. From and after said date, the Original CCRs and the Original Map of Red Pine Chalets, Phase ___ Condominiums shall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

IN WITNESS WHEREOF, the Management Committee of Phase One 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 ONE OF THE RED PINE CHALETS

ATTEST:


Its President



PHASE I

Voting 2009 3rd Supplemental to CC&RS

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

Actual Yes - 6

Bldg B Value
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 - 9

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

Actual Yes - 7.5

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

Actual Yes - 7.5

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

Actual Yes - 8

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

Actual Yes - 7.5

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

Actual Yes - 6

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

Actual Yes - 9

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

Actual Yes - 6.5

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

Actual Yes - 6

73 - Yes of 100 Possible = 73%

0188403 RP-A-1
GRAYSON FRED & LIU JIIN
12111 CLASSIC DR
CORAL SPRINGS, FL 33071-7749

0188411 RP-A-2
SAVAGE GLENN D H/W (JT)
8727 FRIANT ST
SAN DIEGO, CA 92126-3225

0188429 RP-A-3
ALEXAKOS CONNIE
PO BOX 982253
PARK CITY, UT 84098-2253

0188437 RP-A-4
BRASWELL O DOYLE & GLORIA
18300 SW 248TH ST
HOMESTEAD, FL 33031-1804

0188445 RP-A-5
MCFARLAND GARTH M & WENDY
1189 N 725 W
WOODS CROSS, UT 84087

0188452 RP-A-6
LEWIS ROBERT
2025 CANYONS RESORT DR #A-6
PARK CITY, UT 84098

0188460 RP-A-7
BEIR DAVID R & LEAH K H/W
39 ARLINGTON RD
CHESTNUT HILL, MA 02467

0188478 RP-A-8
MEYER KURT E TRUSTEE
711 KINGS CROFT
CHERRY HILL, NJ 08034

0188486 RP-B-1
MEEK LILLIAN
PO BOX 90504
SAN DIEGO, CA 92169-2504

0188494 RP-B-2
OPRE BRANDON
1033 NE 17TH WAY #1202
FORT LAUDERDALE, FL 33304

0188502 RP-B-3
ELSTON ALICIA M (JT)
1982 S LAURELHURST DR
SALT LAKE CITY, UT 84108-3339

0188510 RP-B-4
COMISKEY DONALD N & GLORI
635 E 700 N
KAYSVILLE, UT 84037-1564

0188528 RP-B-5
ALLMAN PROPERTIES LLC
962 EAGLE WAY
NORTH SALT LAKE, UT 84054-3330

0188536 RP-B-6
MACPHERSON JASON D (JT)
63 BAMBERGER WAY
CENTERVILLE, UT 84014

0188544 RP-B-7
RED PINE SKI CONDO LLC
28 WINDWARD ISLE
PALM BEACH GARDENS, FL 33418

0188551 RP-B-8
DICKSON KEITH M TRUSTEE
5365 S IRONTON WAY
ENGLEWOOD, CO 80111-3800

0188569 RP-C-1
STRACHER WILLIAM
7392 BROOK HOLLOW LOOP RD
PARK CITY, UT 84098

0188577 RP-C-2
SCHVANEVELDT JAMES E
3994 ARCO CIR
SALT LAKE CITY, UT 84124-1727

0188585 RP-C-3
HELFRICH DOUGLAS
2025 CANYONS RESORT DR #C3
PARK CITY, UT 84098

0188593 RP-C-4
LAMB RICHARD C & SUZANNE
24123 HATTERAS ST
WOODLAND HILLS, CA 91367

0188601 RP-C-5
RPC5 PARTNERSHIP
815 WOOD DR
ENCINITAS, CA 92024

0188619 RP-C-6
MORIARTY MICHAEL P
4925 CALICO CT
ALTA LOMA, CA 91737-2472

0188627 RP-C-7
VAUGHN CECIL C III TRUSTE
9823 N 22ND PL
PHOENIX, AZ 85028

0188635 RP-C-8
BENDHEIM JOHN M JR
1152 SUNSET VALE AVE
LOS ANGELES, CA 90069-1713

0188643 RP-D-1
BLOCKCOLSKI GARY W & RHON
214 HIGHLAND DR
PARK CITY, UT 84098

0188668 RP-D-3
LAMB RICHARD C & SUZANNE
24123 HATTERAS ST
WOODLAND HILLS, CA 91367

0188676 RP-D-4
BLACK LARS & SANJANA H/W
1260 AYALA DR #208
SUNNYVALE, CA 94086-5536

0188684 RP-D-5
GABRIEL JAMES AUBREY
5301 DELORES AVE #B
AUSTIN, TX 78721-2135

0188692 RP-D-6
GEBHARD ROGER K
674 S PRIOR AVE
SAINT PAUL, MN 55116

0188700 RP-D-7
LEET KHRIS A & BETTY W H/
6903 GLENVIEW LN
COLLEYVILLE, TX 76034-6411

0188718 RP-D-8
BLAKE JOHN S
PO BOX 637
ROOSEVELT, UT 84066-0637

0188726 RP-E-1
MARKOSIAN ROBERT T H/W (J
3892 VISCOUNTI DR
SANDY, UT 84092

0188734 RP-E-2
VOGEL KURT G & HANNELORE
606 E 4010 S
SALT LAKE CITY, UT 84107

0188742 RP-E-3
KNUDSON RONALD D
18717 76TH AVE W #B
LYNNWOOD, WA 98037

0188759 RP-E-4
MCQUEEN MICHAEL P
2025 CANYONS RESORT DR #E-4
PARK CITY, UT 84098

0188767 RP-E-5
SORENSEN CHRISTIAN & KALL
692 CAMINO EL DORADO
ENCINITAS, CA 92024

0188775 RP-E-6
SEDGWICK THOMAS DAVID
1549 VIA LEON
PALOS VERDES PENINSULA, CA
90274

0188783 RP-E-7
MEADOWS C DAVID
4910 CRANBROOK DR E
COLLEYVILLE, TX 76034

0188791 RP-E-8
HUNTERS MOON LLC
FRY BARRY
PO BOX 469
BOYCE, VA 22620-0469

0188809 RP-F-1
MACDONALD MARSALI W
752 MARLIN AVE #3
FOSTER CITY, CA 94404

0188817 RP-F-2
JACQUES TODD C
2025 CANYONS RESORT DR #F2
PARK CITY, UT 84098-6814

0188825 RP-F-3
MARX COREY ANDREW & SUANN
14697 SE POPPY HILLS DR
HAPPY VALLEY, OR 97086

0188833 RP-F-4
MATTSON PAUL F H/W (JT)
12314 DEER MOUNTAIN BLVD
KAMAS, UT 84036-9336

0188841 RP-F-5
MATHIS WESLEY L & VICKI G
533 E JADE PARK LN
DRAPER, UT 84020

0188858 RP-F-6
DIRI LLC
WILLIAMS AUDREY
1717 MILLCREEK CIR
SALT LAKE CITY, UT 84106

0188866 RP-F-7
FLYNN ROBERT M & SANDRA J
1291 MEADOWBROOK CT
FARMINGTON, UT 84025

0188874 RP-F-8
T-5 INC
774 DEERFIELD RD
MURRAY, UT 84107-7616

0188882 RP-G-1
WHITAKER ARLYS G
PO BOX 981344
PARK CITY, UT 84098-1344

0188890 RP-G-2
ELMORE THOMAS S TRUSTEE
ELMORE CHARLES
59 N LAKESHORE DR
BROOKFIELD, CT 06804

0188908 RP-G-3
STRINGER LLEWELLYN W H/W
253 FOX DEN TRL
KALISPELL, MT 59901

0188916 RP-G-4
NORTON LINDA J & DELOY H
12357 S PARKSTONE CT
DRAPER, UT 84020

0188924 RP-G-5
RING JAMES P
415 S WAPELLA AVE
MOUNT PROSPECT, IL 60056-3769

0188932 RP-G-6
NORTON LINDA J & DELOY H
12357 S PARKSTONE CT
DRAPER, UT 84020

0188940 RP-G-7
SEIFERT VICTORIA
2025 CANYONS RESORT DR #G-7
PARK CITY, UT 84098

0188957 RP-G-8
RINOS DIMITRIOS C CO-TRUS
2202 N AZALEA DR
ORANGE, CA 92867

0188965 RP-H-1
SOS BUSINESS SERVICES INC
SOS STAFFING SERVICES
2650 DECKER LAKE BLVD #500
SALT LAKE CITY, UT 84119-2059

0188973 RP-H-2
MESCE KAREN A H/W (JT)
MESCE KAREN A & LANGE TER
1416 EDGCUMBE RD
SAINT PAUL, MN 55116-1726

0188981 RP-H-3
LOWE SHERMAN B
NELSON RICH
2197 S 2100 E
SALT LAKE CITY, UT 84109-1176

0188999 RP-H-4
COOMBS DAVID M & SIGRUN J
9242 S 4350 W
PAYSON, UT 84651

0189005 RP-H-5
PACATE PROPERTIES
MAX B SIMPSON
4530 S 5900 W
SALT LAKE CITY, UT 84119-1503

0189013 RP-H-6
LINDER RAYMOND W & ANNE L
9462 FOX CIR
SANDY, UT 84092

0189021 RP-H-7
HANSEN GARY L & MARY JO (
2869 DEVEREAUX WAY
SALT LAKE CITY, UT 84109-1805

0189039 RP-H-8
LINDER RAYMOND & ANNE H/W
9462 FOX CIR
SANDY, UT 84092

0189047 RP-I-1
PANSKY WANDA
1170 JUNIPERO AVE
REDWOOD CITY, CA 94061-2119

0189054 RP-I-2
UNDERHILL BARBARA
PO BOX 682196
PARK CITY, UT 84068-2196

0189062 RP-I-3
VIETZKE ULRICH & IRENE (J
9845 TONYA DR
SANDY, UT 84070-3838

0189070 RP-I-4
POWELL BROOKE ERIN (JT)
PO BOX 5693
SANTA BARBARA, CA 93150-5693

0189088 RP-I-5
JOHNSON WILLIAM L & JOY N
PO BOX 9811
FRESNO, CA 93794-9811

0189096 RP-I-6
MENNING DALE R
PO BOX 680935
PARK CITY, UT 84068-0935

0189104 RP-I-7
MALLERY LARRY D H/W (JT)
3657 BOISE AVE
LOS ANGELES, CA 90066

0189112 RP-I-8
GELB GEOFFREY B
PO BOX 145
MALIBU, CA 90265

0189120 RP-J-1
PALAZZO THOMAS J
PO BOX 1141
QUOGUE, NY 11959-1141

0189138 RP-J-2
KOLBER ERIC S (JT)
4980 VIA PARVA
SANTA BARBARA, CA 93111-1337

0189146 RP-J-3
BETHKE ROBERT
PO BOX 981744
PARK CITY, UT 84098-1744

0189153 RP-J-4
PHARES BRET & KATHI H/W (
1160 BREEZE DR
LARGO, FL 33770

0189161 RP-J-5
LAROS TIMOTHY JOHN TRUSTE
3764 SUNRIDGE DR
PARK CITY, UT 84098-4618

0189179 RP-J-6
FACEY EDWARD A
PO BOX 1044
NORTH HAMPTON, NH 03862

0189187 RP-J-7
POWDERHOUSE LLC
3191 N CANYON RD
PROVO, UT 84604

0189195 RP-J-8
MOSEL ERIC (JT)
PO BOX 682807
PARK CITY, UT 84068-2807