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Mary Ann Trussell, Summit County Utah Recorder

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By PARR BROWN GEE AND LOVELESS

Electronically Recorded

Tax Parcel Nos. See Exhibit "A" attached hereto.

(Space above for Recorders Use Only)

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
LIFT CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LIFT CONDOMINIUMS (this "**Amendment**") is entered into as of June ____, 2017 by One Canyons, LLC, a Delaware limited liability company (together with its successors and assigns, "**Declarant**"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed that certain Declaration of Condominium for Lift Condominiums (the "**Original Declaration**") and caused the same to be recorded in the office of the Summit County Recorder on April 17, 2017 as Entry No. 01067406 in Book 2405 at Page 654.

B. Whereas Declarant executed that certain First Supplement to Declaration of Condominium for Lift Condominiums (the "**First Supplement**," and together with the Original Declaration, the "**Declaration**") and caused the same to be recorded in the office of the Summit County Recorder on May 15, 2017 as Entry No. 01069572 in Book 2409 at Page 1908.

C. Whereas the Declaration subjects the following real property to the provisions of the Act:

A parcel of land located in the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is S89°59'45"E 705.06 feet and North 79.40 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the Westerly Boundary of an Easement (also known as High Mountain Road) recorded October 25, 2004, as Entry No. 714878; and running thence S71°08'50"W 88.78 feet; thence S87°29'00"W 166.99 feet; thence N04°22'31"W 131.36 feet; thence N13°05'15"W 84.49 feet; thence N36°29'52"W 19.87 feet to the Easterly Boundary of The Vintage on the Strand Phase 1, recorded November 4, 2005, as Entry No. 757426; thence, along the Easterly Boundary of The Vintage on the Strand, N36°29'52"W 53.14 feet; thence N46°03'44"E 73.30 feet; thence N35°20'43"W 77.59 feet to the Easterly Boundary of The Vintage on the Strand Phase 1; thence, along said Vintage on the Strand, the following two (2) courses: (1) N03°58'49"E 0.06 feet, (2) N12°31'12"E 26.62 feet to the Westerly Boundary of said easement (also known as High Mountain Road); thence, along said Easement, the following six (6) courses: thence (1) S41°05'48"E 74.88 feet to a point on a curve to the left, having a radius of 175.00 feet; thence (2) Southeasterly along the arc of said curve 48.22 feet through a central angle of 15°47'16", thence (3) S56°53'05"E 171.60 feet to a point on a curve to the right, having a radius of 175.00 feet, of which the radius point bears S33°06'55"W, thence (4) along the arc of said curve 173.74 feet through a central angle of 56°52'59", thence (5) S00°00'06"E 27.91 feet to a point on a curve to the left, having a radius of 175.00 feet, of which the radius point bears N89°59'54"E, thence (6) along the arc of said curve 19.97 feet through a central angle 06°32'18" to the Point of Beginning.

Contains: 71,106 Square Feet or 1.63 Acres.

The foregoing real property is also known as Parcel RC22, Resort Core Development Area—RC22 Subdivision Plat, according to the official plat thereof on file and of record in the office of the Summit County Recorder (Entry No. 1040743).

D. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the votes allocated to all Units consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Summit County, State of Utah.

E. Whereas the Declarant has not conveyed any of the Condominium Units in the Project and therefore owns one hundred percent (100%) of the Condominium Units and the votes

in the Association allocated thereto, together with one hundred percent (100%) the undivided interest in the Project's Common Elements appurtenant to such Condominium Units.

F. Whereas Declarant desires to amend the Declaration to, among other things, update references to the Plat and the recording thereof and to make several corrective modifications to the "Square Footage" and "Interest in General Common Elements" of several Condominium Units, which corrective modifications affect the total square footage of all Units and slightly affect the "Interest in General Common Elements" shown for certain other Units, depending upon rounding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Declarant hereby declares and agrees as follows:

1. **Amendment and Restatement of Section 1.01(f).** Section 1.01(f) is hereby amended and restated in its entirety as follows:

(f) "Association" means the association of Owners known as Lift Condominium Association, Inc., a Utah nonprofit corporation, and its successors and assigns.

2. **Amendment and Restatement of Section 1.01(tt).** Section 1.01(tt) is hereby amended and restated in its entirety as follows:

(tt) "Plat" means the Plat of Condominium filed herewith, entitled "Lift Condominiums", executed and acknowledged by Declarant, recorded in the office of the Summit County Recorder as Entry No. 1067405, consisting of ten (10) sheets, and prepared by Gregory A. Cates, a duly registered Utah Land Surveyor holding Certificate No. 161226, and Jerron R. Atkin, a duly registered Utah Land Surveyor holding Certificate No. 5992544, as such Plat of Condominium may be amended or supplemented in accordance with law and the provisions hereof from time to time.

3. **Amendment and Restatement of Section 3.03.** Section 3.03 of the Declaration is hereby amended and restated in its entirety as follows:

3.03 Interests in General Common Elements.

(a) The Interests in General Common Elements shall be allocated among the Units as set forth in this Section 3.03. The Interest in Common Elements appurtenant to a Unit shall be equal to the ratio between the Area of such Unit and the aggregate Area of all Units included in the Condominium Project. In determining the Interests in General Common Elements, Declarant may have made minor adjustments in some or all of the Interests in General Common Elements which result from a strict application of the formula described in the immediately foregoing sentence for the purpose of assuring that the total Interests in General Common Elements equals 100.00%. The Interests in General Common Elements which are appurtenant to the Units and which are set forth on Exhibit C have been computed in the aforesaid manner.

(b) The Interest in General Common Elements appurtenant to each of the Units of the Condominium Project are set forth on Exhibit C attached hereto and made a part hereof.

(c) The Interest in General Common Elements shall have a permanent character and shall not be altered without the express consent of all Owners expressed in an amendment to this Declaration adopted as provided in Section 18.03 hereof. If any Units are added to or withdrawn from the Condominium Project, or if the Area of one or more Units is increased or decreased, the Interest in General Common Elements for all Units within the Condominium Project after such addition or withdrawal, increase or decrease shall be recalculated in accordance with the formula set forth in paragraph 3.03(a) above.

(d) Except as expressly provided to the contrary elsewhere in this Declaration and subject further to any limitation set forth in the Canyons Master Association Documents, an Interest in General Common Elements may not be partitioned from the Unit to which it is appurtenant, and any purported conveyance, encumbrance or transfer of an Interest in General Common Elements made without the Unit to which the Interest in General Common Elements is appurtenant shall be void. The immediately foregoing sentence shall not prejudice or otherwise affect the rights set forth in Articles XIII and XIV of this Declaration in the event of casualty or condemnation. There shall not be any restriction upon an Owner's right of ingress to and egress from such Owner's Unit.

4. **Amendment and Restatement of Section 19.09.** Section 19.09 of the Declaration is hereby amended and restated in its entirety as follows:

19.09 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten (10) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Lift Condominium Association, Inc.
1840 Sun Peak Drive, Suite A201
P.O. Box 680033
Park City, Utah 84068

5. **Substitution of Exhibit C; Elimination of References to Exhibit D.** Exhibit C, attached to and forming a part of the Declaration, is hereby replaced with Exhibit C attached to

and forming a part of this Amendment. All references to Exhibit D in the Declaration, including, without limitation, those found in Sections 1.01(fff), 1.01(ggg) and 5.01(b), are hereby amended to be references to Exhibit C attached to and forming a part of this Amendment. The Exhibits to the Declaration include only and are correctly referenced and identified as follows:

EXHIBIT A (ATTACHED TO AND FORMING A PART OF THE DECLARATION OF CONDOMINIUM FOR LIFT CONDOMINIUMS) LEGAL DESCRIPTION OF THE LAND

EXHIBIT B (ATTACHED TO AND FORMING A PART OF THE DECLARATION OF CONDOMINIUM FOR LIFT CONDOMINIUMS)

EXHIBIT C (ATTACHED TO AND FORMING A PART OF THE DECLARATION OF CONDOMINIUM LIFT CONDOMINIUMS) INTEREST IN GENERAL COMMON ELEMENTS

Each of the foregoing Exhibits is attached to this Amendment for purposes of convenience and clarity.

6. **Interpretation.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed.

7. **Effective Date.** This Amendment will take effect when recorded in the official records of Summit County, Utah.

[Signatures appear on the next page.]

ENTERED INTO AND AGREED TO on the first date set forth above.

“DECLARANT”

ONE CANYONS, LLC, a
Delaware limited liability company

By: 

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 9th day of June, 2017, before me, personally appeared GARY RAYMOND who acknowledged himself to be the PRESIDENT of One Canyons, LLC, a Delaware limited liability company, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.




NOTARY PUBLIC
Residing at: 1870 SUN PEAK DR. 84098

EXHIBIT A

(Attached to and forming a part of the Declaration of Condominium
for Lift Condominiums)

Legal Description of the Land

The "Land" referred to in the foregoing Declaration of Condominium is located in Summit County, Utah, and is more particularly described as follows:

A parcel of land located in the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is S89°59'45"E 705.06 feet and North 79.40 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the Westerly Boundary of an Easement (also known as High Mountain Road) recorded October 25, 2004, as Entry No. 714878; and running thence S71°08'50"W 88.78 feet; thence S87°29'00"W 166.99 feet; thence N04°22'31"W 131.36 feet; thence N13°05'15"W 84.49 feet; thence N36°29'52"W 19.87 feet to the Easterly Boundary of The Vintage on the Strand Phase 1, recorded November 4, 2005, as Entry No. 757426; thence, along the Easterly Boundary of The Vintage on the Strand, N36°29'52"W 53.14 feet; thence N46°03'44"E 73.30 feet; thence N35°20'43"W 77.59 feet to the Easterly Boundary of The Vintage on the Strand Phase 1; thence, along said Vintage on the Strand, the following two (2) courses: (1) N03°58'49"E 0.06 feet, (2) N12°31'12"E 26.62 feet to the Westerly Boundary of said easement (also known as High Mountain Road); thence, along said Easement, the following six (6) courses: thence (1) S41°05'48"E 74.88 feet to a point on a curve to the left, having a radius of 175.00 feet; thence (2) Southeasterly along the arc of said curve 48.22 feet through a central angle of 15°47'16", thence (3) S56°53'05"E 171.60 feet to a point on a curve to the right, having a radius of 175.00 feet, of which the radius point bears S33°06'55"W, thence (4) along the arc of said curve 173.74 feet through a central angle of 56°52'59", thence (5) S00°00'06"E 27.91 feet to a point on a curve to the left, having a radius of 175.00 feet, of which the radius point bears N89°59'54"E, thence (6) along the arc of said curve 19.97 feet through a central angle 06°32'18" to the Point of Beginning.

Contains: 71,106 Square Feet or 1.63 Acres.

The foregoing real property is also known as Parcel RC22, Resort Core Development Area—RC22 Subdivision Plat, according to the official plat thereof on file and of record in the office of the Summit County Recorder (Entry No. 1040743).

Tax Parcel Nos:

Lift-102, Lift-104, Lift-106, Lift-108, Lift-110, Lift-112, Lift-114, Lift-202, Lift-204, Lift-206, Lift-208, Lift-210, Lift-212, Lift-214, Lift-301, Lift-302, Lift-303, Lift-304, Lift-305, Lift-306, Lift-307, Lift-308, Lift-309, Lift-310, Lift-312, Lift-314, Lift-316, Lift-401, Lift-402, Lift-403, Lift-404, Lift-405, Lift-406, Lift-407, Lift-408, Lift-409, Lift-410, Lift-411, Lift-412, Lift-414, Lift-416, Lift-501, Lift-502, Lift-503, Lift-504, Lift-505, Lift-506, Lift-507, Lift-508, Lift-509, Lift-510, Lift-511, Lift-512, Lift-514, Lift-516, Lift-PH1, Lift-PH2, Lift-PH3, Lift-PH4, Lift-PH5, Lift-PH6 and Lift-PH7

EXHIBIT B

**(Attached to and forming a part of the Declaration of Condominium
For Lift Condominiums)**

Bylaws

**A copy of the Bylaws of the
Lift Condominium Association, Inc.
follows this cover sheet.**

**BYLAWS
OF
LIFT CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for Lift Condominiums, as the same may be amended from time to time, recorded in the Official Records of Summit County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 1840 Sun Peak Drive, Suite A201, PO BOX 680033, Park City, Utah 84068.

**ARTICLE 3
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 5.01 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of November in each year, or at such other date designated by the Management Committee, beginning with the year 2018, for the purpose of appointing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote ten percent (10%) or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Association's principal offices or any place within Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5
DECLARANT CONTROL

Declarant shall be entitled to control the Association as set forth in Section 6.03 of the Declaration.

ARTICLE 6
MANAGEMENT COMMITTEE

6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article 7 of the Declaration.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be appointed by the Owner that appointed such Director as set forth in Article 6 of the Declaration. A vacancy occurring on the Management Committee created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.05 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7
OFFICERS AND AGENTS

7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by

the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Management Committee;
- (d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association

The address of the Association shall be 1840 Sun Peak Drive, Suite A201, PO BOX 680033, Park City, Utah 84068. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 By Owners.

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 11
MISCELLANEOUS

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by reference.

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EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium
For Lift Condominiums)

Interest in General Common Elements

Unit Number	Square Footage	Interest in General Common Elements
102	967	1.03%
104	319	0.34%
106	1763	1.88%
108	1335	1.42%
110	880	0.94%
112	1269	1.35%
114	1217	1.30%
202	1687	1.80%
204	783	0.84%
206	1785	1.90%
208	1379	1.47%
210	880	0.94%
212	1277	1.36%
214	1225	1.31%
301	2108	2.25%
302	1687	1.80%
303	1673	1.78%
304	783	0.84%
305	1359	1.45%
306	1673	1.78%
307	1673	1.78%
308	1316	1.40%
309	1240	1.32%
310	767	0.82%
312	1225	1.31%
314	1225	1.31%
316	1687	1.80%
401	2118	2.26%
402	1687	1.80%
403	1673	1.78%
404	783	0.84%
405	1359	1.45%
406	1673	1.78%
407	1673	1.78%

408	1316	1.40%
409	1230	1.31%
410	767	0.82%
411	1760	1.88%
412	1225	1.31%
414	1225	1.31%
416	1687	1.80%
501	2118	2.26%
502	1687	1.80%
503	1673	1.78%
504	783	0.84%
505	1359	1.45%
506	1673	1.78%
507	1673	1.78%
508	1316	1.40%
509	1230	1.31%
510	767	0.82%
511	1760	1.88%
512	1225	1.31%
514	1225	1.31%
516	1687	1.80%
PH-1	3039	3.24%
PH-2	2221	2.37%
PH-3	3060	3.26%
PH-4	1757	1.87%
PH-5	2945	3.14%
PH-6	2152	2.30%
PH-7	3055	3.26%
Total	93763	100.00%

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