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Rhonda Francis Summit County Recorder

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By Wrona DuBois, P.L.L.C.

Electronically Recorded

**FIFTH AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
NEWPARK RESORT RESIDENCES  
(Also known as NEWPARK TOWNHOMES)**

This Fifth Amendment to the Declaration of Condominium of Newpark Resort Residences is made and executed by Newpark Resort Residences Owners Association, Inc., a Utah non-profit corporation (the “**Association**”).

**RECITALS**

- A. **WHEREAS**, the Declaration of Condominium of Newpark Resort Residences was recorded in the Office of Recorder for Summit County, Utah on April 23, 2004 as Entry No. 00696020 in Book 1614, beginning at Page 1666 (the “**Declaration**”).
- B. **WHEREAS**, the Declaration was first amended by the First Amendment to the Declaration of Condominium of Newpark Resort Residences recorded in the Office of Recorder for Summit County, Utah on July 28, 2004 as Entry No. 00705900 in Book 1636, beginning at Page 1309 (the “**First Amendment**”).
- C. **WHEREAS**, the Declaration was next amended by the Second Amendment to the Declaration of Condominium of Newpark Resort Residences Exercising Option to Expand recorded in the Office of Recorder for Summit County, Utah on November 24, 2004 as Entry No. 00718118, in Book 166, beginning at Page 1505 (the “**Second Amendment**”).
- D. **WHEREAS**, the Declaration was next amended by the Third Amendment to the Declaration of Condominium of Newpark Resort Residences recorded in the Office of Recorder for Summit County, Utah on November 21, 2011 as Entry No. 00934371, in Book 2104, beginning at Page 1293
- E. **WHEREAS**, the Declaration was next amended by the Fourth Amendment to the Declaration of Condominium of Newpark Resort Residences recorded in the Office of Recorder for Summit County, Utah as Entry No. 01038593, in Book 2337, beginning at Page 0958 (the “**Fourth Amendment**”).

- F. **WHEREAS**, the Association now desires to further amend the Declaration for the benefit of the Newpark Resort Residences condominium project (the “**Project**”), the Association, and its members.
- G. **WHEREAS**, pursuant to Article 21 of the Declaration, as amended, further non-material amendments to the Declaration may be made with the approval of a majority of the total votes in the Association and further Material Amendments (defined in the Declaration) may be made with the approval of sixty-seven percent (67%) of the total votes in the Association and the approval of fifty-one percent (51%) of the First Mortgagees (defined in the Declaration).
- H. **WHEREAS**, as evidenced by this instrument, the Association has obtained the necessary approvals for the amendments to the Declaration herein.

**NOW, THEREFORE**, pursuant to the foregoing, the Association, acting by and through its duly elected Management Committee, hereby makes and executes this Fifth Amendment to Declaration of Condominium for Newpark Resort Residences (this “**Fifth Amendment**”) and amends the Declaration as follows:

#### **AMENDMENTS**

1. Section 20.2 of the Declaration shall be and hereby is amended to read as follows:  
as follows:
  - 20.2 The Condominium Management Committee shall give written notice to any requesting Eligible First Mortgagee of any default by the mortgagor of the respective Residential Unit in the performance of such mortgagor's obligations under this Declaration that remain uncured for sixty (60) consecutive days.
  
2. Section 20.5 of the Declaration shall be and hereby is amended to read as follows:
  - 20.5 As used in Articles 20 and 21, an “Eligible First Mortgagee” shall mean a First Mortgagee that gives written notice to the Association requesting notice of certain Association matters. Such notice from a First Mortgagee shall state the name and address of the First Mortgagee and the Unit address on which it has a First Mortgage. The Association shall give prompt written notice of the following to an Eligible First Mortgagee: (i) any condemnation loss or any casualty loss which affects a material portion of the Common Areas or any Residential Unit in which an interest is held by the Eligible First Mortgagee; (ii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iii) any proposed action that would require the consent of Eligible First Mortgagees.

3. Section 21 of the Declaration shall be and hereby is amended to read as follows:

21.1 Except as otherwise provided in this Declaration or by the Act, the provisions of this Declaration may only be amended by the affirmative vote or written consent of at least a majority of the Total Votes of the Condominium Association. The percentage of votes necessary to amend a specific clause in this Declaration shall not be less than the percentage of affirmative votes or written consents required for action to be taken under that clause. Any amendment shall be evidenced by an instrument containing a certification from an officer of the Condominium Association designated for that purpose, or in the absence of such designation, the President of the Condominium Association, that the appropriate approvals have been obtained and such instrument shall be duly recorded in the Office of Recorder for Summit County, Utah.

4. Section 21.2 of the Declaration shall be and hereby is amended to read as follows:

21.2 A "Material Amendment" to this Declaration or an "Extraordinary Action" (as defined in this Section 21.2) must be approved by at least sixty-seven percent (67%) of the Total Votes of the Condominium Association, and by fifty-one percent (51%) of Eligible First Mortgagees.

[Subsections 21.2.1 through 21.2.4 shall remain unchanged and are not amended]

21.2.5 The following Material Amendments and Extraordinary Actions must be approved by at least sixty-seven percent (67%) of the Total Votes of the Condominium Association and sixty-seven percent (67%) of Eligible First Mortgagees:

- (a) Termination of this Declaration or termination of the Project;
- (b) Dissolution of the Condominium Association, except pursuant to a consolidation or merger; and
- (c) Conveyance by the Condominium Association of all Common Area and Facilities

[Subsections 21.2.6 and 21.2.7 shall be and hereby are stricken in their entirety].

5. All other provisions of the Declaration, as amended by the First, Second, Third and Fourth Amendments, shall remain unchanged and in full force and effect.

6. This Fifth Amendment is intended to and shall run with the land and shall be binding on the Project, the Association, and all current and future Owners.

IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Management Committee has obtained the written consent necessary to approve the foregoing Fifth Amendment to the Declaration of Condominium of Newpark Resort Residences.

**NEWPARK RESORT RESIDENCES OWNERS ASSOCIATION, INC.**

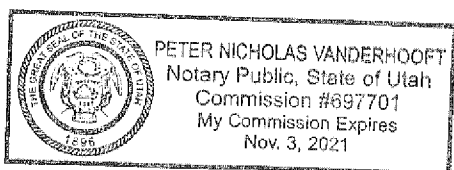
BY: [Signature]

DATE: 9/10/18

ITS: Susan Daniero  
President

STATE OF UTAH            )  
                                  ):ss  
COUNTY OF Summit )

Before me, on the 10<sup>th</sup> day of September, 2018, personally appeared Susan Daniero, in her capacity as the President of Newpark Resort Residences Owners Association, Inc., who acknowledged before me that she executed the foregoing instrument in such capacity on behalf of said corporation.



Peter N. Vanderhooft  
Notary Public

**EXHIBIT A**  
Legal Description

The real property and Units referred to in the foregoing Fifth Amendment to the Declaration of Condominium of Newpark Resort Residences are located in Summit county, Utah and are more particularly described as follows:

All of the Units within the Newpark Townhomes Phase 1 Condominium

NPKTH-1-1	NPKTH-1-8	NPKTH-1-15	NPKTH-1-22
NPKTH-1-2	NPKTH-1-9	NPKTH-1-16	NPKTH-1-23
NPKTH-1-3	NPKTH-1-10	NPKTH-1-17	NPKTH-1-24
NPKTH-1-4	NPKTH-1-11	NPKTH-1-18	NPRK-W
NPKTH-1-5	NPKTH-1-12	NPKTH-1-19	NPRK-RP
NPKTH-1-6	NPKTH-1-13	NPKTH-1-20	
NPKTH-1-7	NPKTH-1-14	NPKTH-1-21	

All of the Units within the Newpark Townhomes Phase 2 Condominium

NPKTH-2-25	NPKTH-2-31	NPKTH-2-37	NPKTH-2-42
NPKTH-2-26	NPKTH-2-32	NPKTH-2-38	NPKTH-2-43
NPKTH-2-27	NPKTH-2-33	NPKTH-2-39	NPKTH-2-44
NPKTH-2-28	NPKTH-2-34	NPKTH-2-40	NPKTH-2-45
NPKTH-2-29	NPKTH-2-35	NPKTH-2-41	NPKTH-2-46
NPKTH-2-30	NPKTH-2-36	NPKTH-2-42	NPRK-RP-1

All of the Units within the Newpark Townhomes Phase 3 Condominium as Amended

NPKTH-3-47	NPKTH-3-60	NPKTH-3-73	NPKTH-3-86
NPKTH-3-48	NPKTH-3-61	NPKTH-3-74	NPKTH-3-87
NPKTH-3-49	NPKTH-3-62	NPKTH-3-75	NPKTH-3-88
NPKTH-3-50	NPKTH-3-63	NPKTH-3-76	NPKTH-3-89
NPKTH-3-51	NPKTH-3-64	NPKTH-3-77	NPKTH-3-90
NPKTH-3-52	NPKTH-3-65	NPKTH-3-78	NPKTH-3-91
NPKTH-3-53	NPKTH-3-66	NPKTH-3-79	NPKTH-3-92
NPKTH-3-54	NPKTH-3-67	NPKTH-3-80	NPKTH-3-93
NPKTH-3-55	NPKTH-3-68-AM	NPKTH-3-81	NPKTH-3-94
NPKTH-3-56	NPKTH-3-69-AM	NPKTH-3-82	NPKTH-3-95
NPKTH-3-57	NPKTH-3-70-AM	NPKTH-3-83	
NPKTH-3-58	NPKTH-3-71-AM	NPKTH-3-84	
NPKTH-3-59	NPKTH-3-72	NPKTH-3-85	