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Rhonda Francis Summit County Recorder

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By ROSING DAVIDSON

Electronically Recorded

**FIRST AMENDMENT TO
AMENDED DECLARATION
OF CONDOMINIUM
FOR NEW CLAIM CONDOMINIUMS**

This First Amendment to the Amended Declaration of Condominium for New Claim Condominiums (this "Amendment") is made and executed by the Management Committee of New Claim Condominium Homeowners Association, as is effective upon recording in the Office of Recorder for Summit County, Utah.

The Management Committee is authorized to amend the Amended Declaration of Condominium for New Claim Condominiums (the "Declaration") as shown in Section 12(a)(2). The Declaration governs the properties within New Claim Condominiums.

RECITALS

- A. The Amended Declaration of Condominium for New Claim Condominiums was recorded in the Office of Recorder for Summit County, Utah on August 8, 1991 as Entry No. 345101, Book 619, Page 386. It was re-recorded on August 9, 1991 as Entry No. 34163, Book 619, Page 545 to include an Affidavit of Secretary, which had previously been recorded as a separate document.
- B. Declaration Section 27 provides that the Declaration may be amended with the approval of Owners holding at least sixty-six and two thirds percent (66.67%) of the undivided interests in the Common Areas and Facilities of the Units.
- C. The New Claim Condominiums Homeowners' Association (the "Association"), acting by and through its Management Committee, now desires to amend the Declaration as set forth herein for the benefit of the Owners and the Association.
- D. As evidenced by this instrument, the Board has obtained the Owner approval necessary to adopt and record this Amendment.

- E. Except as amended herein, all other terms of the Declaration shall remain in full force and effect.
- F. This Amendment affects real property located in Summit County, Utah, is described on the attached Exhibit A
- G. Capitalize terms not defined herein are defined in the Declaration.

NOW, THEREFORE, for the reasons recited above, the Association hereby amends the Declaration as follows:

AMENDMENT

- 1) Amendment No. 1. A section 9(a)(1) is added as follows:

9(a)(1): Definitions. For the purposes of Article 9, the following definitions shall apply:

i. "Family" means:

- 1. Persons related by blood or marriage to the third degree,
- 2. The grandparent, parent, sibling, child, grandchild, niece, or nephew of an Owner and that Owner's spouse and/or children,
- 3. Persons holding themselves out as a family group, if not formally married or related by blood, or
- 4. In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of: (1) a current Occupant of the Unit; or (2) the grandparent, parent, sibling, child, grandchild, niece, or nephew of the current Occupant of the Unit.

- 2) Amendment No. 2. Section 9(b) is deleted and replaced in its entirety with the following:

9(b) Use and Ownership Restrictions. Each Unit Owner shall have and enjoy the benefits, rights and privileges of fee simple ownership of that Unit Owner's Unit. There shall be no requirements concerning who may own a Unit, it being intended that a Unit may be owned as any other property rights by persons, corporations, partnerships or trusts or in the form of joint tenancy or tenancy in common, except as otherwise provided herein. The Unit Owner may rent or lease their Units with their appurtenant rights subject to terms and conditions determined by the Unit Owner and the Unit Owner's lessee or tenant, except that all Unit Owners, tenants, and other occupants and users of the Project shall be subject to the terms of the Act, the Declaration, the Bylaws, and any rules and regulations adopted by the Management Committee.

9(b)(1) Fractional Ownership Interests. No fractional or joint ownership of Units is permitted in any form unless (1) all Owners are individual members of the same

Family, (2) there are no more than four unrelated natural persons who constitute the ultimate owners (whether as members, stockholders, interest holders, beneficiaries, or any other kind of owner of an entity), or (3) there are no more than four unrelated Owners who are as direct Owners of the Unit. For clarity, more than four owners are permitted, so long as there are no more than four unrelated Owners. All units shall be used as single-family residences by the Owner(s) or rented by the Owner(s) as provided herein. By adopting this provision, the Owners of New Claim Condominium Homeowners' Association intend to and do preclude all forms of timesharing, fraction-sharing, interval ownership, stockholdings, or fractional ownership interest in an LLC or corporate entity that holds title to the property, or any similar program.

9(b)(2) No Unit whether leased or owned shall be used in the marketing, offering, or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest, or other interest whereby the interest-holder acquires the right to participate in a time-use or reservation-type system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether any interest-holder may later opt out of such system, and regardless of whether the time-use or reservation-type system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

- i. the interest is marketed for sale to members of the public, or
- ii. the interest-holders are or were required as a condition of purchase of the Interest to be subject to time-use or reservation-type system among Interest-holders, or among Interest-holders and others.

3) Amendment No. 3. The following amendments are added to Section 9:

9(g) In addition to all of the foregoing provisions of this Section, all use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act, Utah Code 57-19-1 *et seq.* are strictly prohibited by this Section. It is further intended that the definition of Timeshare Program in this Section shall be broader than and not limited by the definition of "timeshare interest" in the Timeshare and Camp Resort Act.

9(h) Mere co-Ownership of a Unit, ownership of a Unit by an entity or long-term lease of a Unit shall not create a Timeshare Program unless it meets any of the conditions of the above in this Section.

4) Conflicts. All remaining provisions of the Declaration not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the

provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall, in all respects, govern and control

5) Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which, by reference, is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document, and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

6) Effective Date. This Amendment to the Declaration is effective when recorded.

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the Management Committee has obtained the affirmative vote or consent of the Owners of Units holding at least two-thirds (67%) of the total votes in the Association either (A) cast in person, or by proxy, at a meeting duly called for that purpose, and consistent with the requirements of the Declaration and the Utah Revised Non-Profit Corporations Act, or by (B) written consent, consistent with the requirements of the Declaration and the Utah Revised Non-Profit Corporations Act.

New Claim Condominium Homeowners' Association.

Tomi Owens
(Signature)

By: Tomi Owens

Its [Title]: HOA President New Claim

STATE OF UTAH)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 12 day of September, 2022, by Tomi Owens, who by me being duly sworn, did say that he/she is the HOA President of the New Claim Condominium Homeowners' Association.

Sidney Abigail Andelin
Notary Public

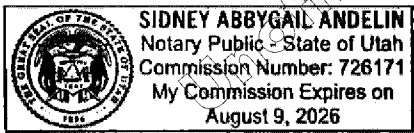


Exhibit A

All of New Claim Condominiums, according to the official plat map recorded with the Summit County Recorder's Office on December 16, 1983 as Entry No. 214249.

PARCEL NUMBERS:

NC-101	NC-208	NC-313
NC-102	NC-209	NC-314
NC-104	NC-210	NC-315
NC-105	NC-211	NC-401
NC-106	NC-212	NC-402
NC-107	NC-213	NC-403
NC-108	NC-214	NC-404
NC-109	NC-215	NC-405
NC-110	NC-301	NC-406
NC-111	NC-302	NC-407
NC-113	NC-303	NC-408
NC-114	NC-304	NC-409
NC-115	NC-305	NC-410
NC-201	NC-306	NC-411
NC-202	NC-307	NC-412
NC-203	NC-308	NC-413
NC-204	NC-309	NC-414
NC-205	NC-310	NC-415
NC-206	NC-311	
NC-207	NC-312	