Entry No. 125686 Book M63

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REQUITED Summit County Title

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INDEXED & ABSTRACT

### THIRD AMENDMENT TO CONDOMINIUM DECLARATION

### **FOR**

### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of System (), 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain

Trust Deed dated June 7, 1973, from Declarant, as "Trustor,"

to Morrill, as "Trustee," wherein Western Mortgage Corporation,

a division of Unionamerica, Inc., a California corporation

(hereinafter designated "Western-California"), was designated

as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 3 39 .

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 <u>Revocation or Amendment</u>: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 341

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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

### **Declarant**

TREASURE MOUNTAIN CORPORATION

By <u>MI</u>

President

### Morrill

Denis R. Morriti

### Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By // Lutt Hrrya
Second Vice President

ATTEST:

Assistant Secretary

### <u>Purchasers</u>

Larry B. Atkinson	Dean E. Conder
Byron P. Dixon	Richard D. Movitz
POLGAR COMPANY, a Partnership	Melvin Teerlink
General Partner	O. E. Grua
AVIATION SERVICE & SUPPORT CORP.	
ByPresident	Arthur D. Monty
	Morde Lupatkin
Jack A. Scott  DAOV NG 3 PAGE 3 43	Louis R Criscione

ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. Vice President STATE OF UTAH : SS. COUNTY OF SUMMIT ) On the 4 day of 001 , 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Alaron J. Skell
Notary Public

Residing at: Pack Cety Walk

-6BOOK M63 PAGE 3 44 My Commission Expires:

STATE OF UTAH SS. COUNTY OF SALT LAKE ) On the /C day of OC+chev, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same. mmission Expires: Residing at Salt Lake City, Utah COUNTY OF Summit; ss. On the 11th day of October, 1974, personally appeared before me W. Scott HDord, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W. Scott Hora duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Shawn Slieh

Notary Public

Residing at: Pack City, that My Commission Expires: STATE OF : ss. COUNTY OF On the \_\_\_\_\_ day of \_\_\_\_\_\_, 1974, personally appeared before me \_\_\_\_\_\_, one of the signers BOOK M63 PAGE 3 45

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:	Notary Public
	Residing at:
STATE OF	) : ss.
COUNTY OF	)
On theappeared before me	day of, 1974, personally and ners of the foregoing Third Amendment
to Condominium Declarathey executed the same	tion, who duly acknowledged to me that
My Commission Expires:	Notary Public
	Residing at:
STATE OF	`
COUNTY OF	: ss. )
On theappeared before me	day of, 1974, personally , who, being by me
	at he is the President ofcorporation, and that
Declaration was signed	ng Third Amendment to Condominium in behalf of said corporation by au- n of its Board of Directors, and said duly acknowledged to me that said
corporation executed the seal of said corporation	ne same and that the seal affixed is
My Commission Expires:	Notary Public
The state of the s	Residing at:
	BOOK M63 PAGE 346

STATE OF UTAH SS. COUNTY OF SALT LAKE ) On the 13th day of January, 197#, personally appeared before me Norval H. Lambert, who, being by me duly sworn, did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, N. A., and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Norval H. Lambert duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. My Commission Expires: Notary Public

STATE OF Wah : ss.
COUNTY OF Summit )

On the day of the normally appeared before me known h show he, who, being by me duly sworn, did say that he is a General Partner of POLGAR COMPANY, a partnership, and acknowledged to me that the above and foregoing Third Amendment to Condominium Declaration was signed on behalf of said partnership by such General Partner.

My Commission Expires: Notary Public Residing at: Pack Oity, Utah

Residing at Salt Lake City, Utah

### EXHIBIT A

The following is the local description for the Park Avenue Condominiums, Park City, Summit County, Utah:

Beginning at a point South 341.75 feet and East 21.85 feet from the West quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 17° 36' 08" East 107.05 feet to the Westerly Right-of-Way line of State Highway U-224, said point being on a curve to the Left the radius point of which is North 17° 36' 08" East 623.70 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 219.85 feet to a point of a reverse curve to the Right the radius point of which is South 9° 03' 03" West 400.74 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 325.92 feet to a point of tangency; thence South 34° 21' 02" East along said Right-of-Way line 113.30 feet to a point of a 5689.58 foot radius curve to the Right; thence Southerly along the arc of said curve and said Right-of-Way line 1027.77 feet to a point of tangency; thence South 24° 00' East along said Right-of-Way line 53.18 feet, thence South 66° 00' West 290.00 feet; thence South 43° 30' West 74.38 feet: thence North 88° 30' West 143.39 feet; thence North 34° 00' West 290.00 feet; thence North 11° 00' West 587.45 feet; thence North 37° 15' West 610.00 feet to the point of beginning.

Contains 14.315 acres.

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## THIRD AMENDMENT TO CONDOMINIUM DECLARATION

### FOR

### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 <u>Revocation or Amendment</u>: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE351 ..

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
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### **Declarant**

TREASURE MOUNTAIN CORPORATION

Ву

Proceedont

### Morrill

Denis R. Morrill

### Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By \_\_\_\_\_Second Vice President

,

Assistant Secretary

ATTEST:

### Purchasers

Larry B. Atkinson	Dean E. Conder
·	
	•
Byron P. Dixon	Richard D. Movitz
• •	
POLGAR COMPANY, a Partnership	
	Melvin Teerlink
Ву	
General Partner	
	O. E. Grua
AVIATION SERVICE & SUPPORT CORP.	Acthur & Mary
Ву	Arthur D. Monty
President	·
• •	Wood 1
	Morde Lupatkin
Jack A. Scott	
Jack A. Scott	Louis R Criscione
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BOOK M63 PAGE 353

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ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. ATTEST: Vice President Assistant Cashier STATE OF UTAH : SS. COUNTY OF SUMMIT ) On the <u>Hkk</u> day of <u>Cetober</u>, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Staton 9 Head Notary Public Residing at: Pack City, Ital ROOK M63 PAGE 354 My Commission Expires:

STATE OF UTAH ) : ss. COUNTY OF SALT LAKE )	
abheared perofe me ngwro k'	of, 1974, personally MORRILL, one of the signers of the condominium Declaration, who duly executed the same.
My Commission Expires:	Notary Public
	Residing at Salt Lake City, Utah
•	•
STATE OF CALIFORNIA )	
COUNTY OF )	
appeared before me duly sworn, did say that he WESTERN MORTGAGE CORPORATION Inc., a Delaware corporation going Third Amendment to Coin behalf of said corporation its Board of Directors, and duly acknowledged to me that	, 1974, personally who, being by me is the Second Vice President of N, a division of Unionamerica, on, and that the within and foremdominium Declaration was signed on by authority of a resolution of said t said corporation executed the xed is the seal of said corpora-
My Commission Expires:	Notary Public
	Residing at:
•	• • • • • • • • • • • • • • • • • • •
STATE OF	
COUNTY OF : ss.	•
On the /// day appeared before me	of OCTORER, 1974, personally one of the signers  RNOK M63 PAGE 355
	THUR MUY PAGED 47

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

	Bessie II Tembar
My Commission Expires:	Notary Public
July 10, 1979	Residing at: 350 Pearl Street manchester. 7.11
	manchestes. n. 11
STATE OF	)
COUNTY OF	: ss. )
On theappeared before me	day of, 1974, personally and
	ners of the foregoing Third Amendment
they executed the same	tion, who duly acknowledged to me that
My Commission Expires:	Notary Public
	Residing at:
•	
	· ·
STATE OF	) ·
COUNTY OF	: ss. )
On the	day of, 1974, personally , who, being by me
	at he is the President of
he within and foregoing	corporation, and that ng Third Amendment to Condominium in behalf of said corporation by au-
	of its Board of Directors, and said duly acknowledged to me that said
orporation executed the he seal of said corpor	ne same and that the seal affixed is
• .	
y Commission Expires:	Notary Public
	Residing at: BOOK M63 PAGE3

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### THIRD AMENDMENT TO CONDOMINIUM DECLARATION

### **FOR**

### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of Saphandal, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

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WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

ROOK MAS PAGES 58

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

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- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
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an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

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<u>Declarant</u>

TREASURE MOUNTAIN CORPORATION

Ву

President

ROOK M63 PAGE3 60

# Denis R. Morrill Western WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc. By Second Vice President Purchasers

Byron P. Dixon

POLGAR COMPANY, a Partnership

By

General Partner

AVIATION SERVICE & SUPPORT CORP.

By

President

Morde Lupatkin

POOK M63 PAGE 3 61

ATTEST:

Assistant Secretary

ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. Vice President ATTEST: Assistant Cashier STATE OF UTAH SS. COUNTY OF SUMMIT On the <u>Alk</u> day of <u>October</u>, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation... BOOK M63 PAGE362 Sheron J. Glick Notary Public. Mx Commission Expires: Residing at: Pack City, tttak

STATE OF UTAH ) : ss.
COUNTY OF SALT LAKE )
On the
My Commission Expires: Notary Public
Residing at Salt Lake City, Utah
STATE OF CALIFORNIA )
COUNTY OF ; ss.
On the
My Commission Expires: Notary Public
Residing at:
STATE OF : ss.  COUNTY OF : day off Nor , 1974, personally appeared before me, one of the signers

of the foregoing Third Ame	endment to Condom:	inium Declaration,.
who duly acknowledged to r	le chat he execute	ed the same.
		/~/317
•	Lymood	Joseph .
My Commission Expires:	Notary Public	
Aug SS 1677	D	Or can lake
Mrg. 89 1977	Residing at:	39000000
•		
STATE OF )		
: SS	3 • ·	
COUNTY OF )		
•		•
On the day	y of	, 1974, personally
appeared before me		and
~ ~	of the foregoing	g Third Amendment
to Condominium Declaration	i, who duly acknow	wledged to me that
they executed the same.		
•	•	
My Commission Expires:	Notary Public	
my Commission Expires.	Notary Public	•
• •	Residing at:	
		•
	·	
STATE OF	`	•
COUNTY OF )	SS.	•
COUNTY OF	•	
·		
On the day	of	, 1974, personally
appeared before me		, who, being by me
duly sworn, did say that h		
the within and formation m	corpor	ration, and that
the within and foregoing T Declaration was signed in		
thority of a resolution of		
omorroy or a resolution of		ed to me that said
corporation executed the s		
the seal of said corporati		
	•	
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Mu Commission Province	Notes and the second	
My Commission Expires:	Notary Public	11/7/1
**	Residing BILOK	M63 PAGE364
The state of the s		w.

### THIRD AMENDMENT TO CONDOMINIUM DECLARATION

### FOR

### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of Sykunker, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

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WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a. Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

**Declarant** 

TREASURE MOUNTAIN CORPORATION

Ву

Preside

### <u>Morrill</u>

Denis R. Morrill

### Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

Second Vice President

Assistant Secretary

ATTEST:

### Purchasers

Larry B. Atkinson	Dean E. Conder
	•
Byron P. Dixon	Richard D. Movitz
	•
POLGAR COMPANY, a Partnership	
	Melvin Teerlink
Ву	
General Partner	
	O. E. Grua
AVIATION SERVICE & SUPPORT CORF.	·
	••
Ву	Arthur D. Monty
President	
•	
	Morde Lupatkin
Jack A. Scott	
OOK M63 PAGE 369	Louis R Criscione

ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis First Security FIRST SECURITY BANK OF UTAH, N. A. ATTEST: Vice President Assistant Cashier STATE OF UTAH SS. COUNTY OF SUMMIT On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Skaron J. Thek Notary Public Residing at: Pack Cety, Which ROOK M63 PAGE 370 Myo Commission Expires:

STATE OF UTAH )
: ss. COUNTY OF SALT LAKE )
On the
My Commission Expires: Notary Public
Residing at Salt Lake City, Utah
STATE OF CALIFORNIA )
: ss. COUNTY OF )
COUNTI OI ,
On the
My Commission Expires: Notary Public
Residing at:
•
STATE OF New Jersey.)  SS.  COUNTY OF Essex  On the 10 day of Office, 1974, personally appeared before me Author A. Schmauden, one of the signers
appeared before me August R. Schmauden, one of the signers

-7-

•	7/0000
My Commission Expires:	Notary Public
NUTARY PUBLIC OF NEW JERSEY My Commission Expires Dec. 16, 1978	Residing at:
STATE OF	
COUNTY OF	SS.
appeared before me, signe	ay of, 1974, personally and rs of the foregoing Third Amendment on, who duly acknowledged to me that
My Commission Expires:	Notary Public
	Residing at:
•	
STATE OF	
COUNTY OF	ss.
appeared before me luly sworn, did say that	
the within and foregoing Declaration was signed in the character of a resolution o	corporation, and that Third Amendment to Condominium behalf of said corporation by au- f its Board of Directors, and said duly acknowledged to me that said
orporation executed the he seal of said corporat	same and that the seal affixed is
y Commission Expires:	Notary Public
	Residing at:
	ROOK M63 PAGE3 72

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# THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR

### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (here-inafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing RNNK M63 PAGE3/5

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

<u>Declarant</u>

TREASURE MOUNTAIN CORPORATION

Ву

President

ROOK M63 PAGE 376

# <u>Morrill</u> Denis R. Morrill Western WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc. Вy ATTEST: Second Vice President Assistant Secretary <u>Purchasers</u> Larry B. Atkinson Dean E. Conder Byron P. Dixon POLGAR COMPANY, a Partnership Melvin Teerlink By General Partner O. E. Grua AVIATION SERVICE & SUPPORT CORP. Arthur D. Monty President Morde Lupatkin

Louis R Criscione

BOOK M63 PAGE377

Jack A. Scott

ZIFF DAVIS PUBLISHING CO. By James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. ATTEST: Vice President Assistant Cashier STATE OF UTAH SS. COUNTY OF SUMMIT ) On the Md day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Shown J. Flech

Notary Public

Residing at: Fack Orty, Utah

BOOK \*63 PAGE 378 My Commits sion Expires: Alexining 11, 1978

	•
STATE OF UTAH ) : ss.	
COUNTY OF CATE TARE	
COUNTY OF SALT LAKE )	
	•
On the day appeared before me DENIS R foregoing Third Amendment acknowledged to me that he	of, 1974, personally . MORRILL, one of the signers of the to Condominium Declaration, who duly executed the same.
·	
Mrs. Commission in	•
My Commission Expires:	Notary Public
	Residing at Salt Lake City, Utah
	tion and bare lake city, Utan
· .	
STATE OF CALIFORNIA )	
: ss.	
COUNTY OF	
•	
duly sworn, did say that he WESTERN MORTGAGE CORPORATION Inc., a Delaware corporation going Third Amendment to Colin behalf of said corporation its Board of Directors, and duly acknowledged to me that	, 1974, personally who, being by me is the Second Vice President of N, a division of Unionamerica, on, and that the within and foremdominium Declaration was signed on by authority of a resolution of said t said corporation executed the xed is the seal of said corpora-
My Commission Expires:	
J John Lapites.	Notary Public
	Residing at:
•	
STATE OF Litah ).	
COUNTY OF Splithale; ss.	
On the B day o	f November, 1974, personally one of the signers
	BOOK M63 PAGE379
	JUGN MON I AULA

of the foregoing Third who duly acknowledged	Amendment to Condominium Declaration, to me that he executed the same
•	Con to the said
My Commission Expires:	Notary Peolic
11-20-74	Residing at: 51/1 Lake City, Utah
STATE OF	)
COUNTY OF	: ss.
•	•
On theappeared before me	day of, 1974, personally and
to Condominium Declarathey executed the same	ners of the foregoing Third Amendment tion, who duly acknowledged to me that
My Commission Expires:	Notary Public
	Residing at:
	•
STATE OF	) .
COUNTY OF	; ss. )
On the	
appeared before me duly sworn, did say the	, who, being by me at he is the President of
Declaration was signed	corporation, and that  ng Third Amendment to Condominium  in behalf of said corporation by au-  n of its Board of Directors, and said  duly acknowledged to me that said
corporation executed the the seal of said corporation	he same and that the seal affixed is
My Commission Expires:	Notary Public
	Residing at:
•	BOOK M63 PAGE3 80

## THIRD AMENDMENT TO CONDOMINIUM DECLARATION

#### FOR

#### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of 50 day, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

## WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for  $\frac{800 \text{K}}{100 \text{K}} = \frac{100 \text{K}}{100 \text{K}} = \frac{1000 \text{K}}{100 \text{K}} = \frac{$ 

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE 382

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 <u>Revocation or Amendment</u>: This Declaration shall not be revoked unless the Owners representing

ROOK M63 PAGE383

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

<u>Declarant</u>

TREASURE MOUNTAIN CORPORATION

Wante Pre

BOOK M63 PAGE384

•	•
	•
	<u>Morrill</u>
	•
•	en la companya de la La companya de la co
•	Denis R. Morrill
·	Western
	WESTERN MORTGAGE CORPORATION, a
	division of Unionamerica, Inc.
ATTEST:	BySecond Vice President
Assistant Secretary	<del></del>
,	
P	urchasers
•	
Larry B. Atkinson	Dean E. Conder
Byron P. Dixon	Richard D. Movitz
•	Richard B. Hovies
POLGAR COMPANY, a Partners	shin
roboin continui, a farcher.	Melvin Teerlink
Ву	
General Partner	•
	O. E. Grua
AVIATION SERVICE & SUPPORT	r corp.
Ву	Arthur D. Monty
President	March 1
	Morde Lupatkin
Jack A. Scott	- In Manuel

Louis R Criscione

BOOK M63 PAGE 385

	·
	ZIFF DAVIS PUBLISHING CO.
James M. Hawkins	President
Michael J. Rokoff	•
	Hans Peter Rohr
Everett R. Lerwick	· ·
•	Arthur Q. Davis
Arthur R. Schmauder	· —
First	t Security
	FIRST SECURITY BANK OF UTAH, N. A.
	. The Discontill BANK OF STAR, N. A.
ATTEST:	ByVice President
· · · · · · · · · · · · · · · · · · ·	vice liestdent
Assistant Cashier	<b>-</b>
STATE OF UTAH )	
: ss.	
COUNTY OF SUMMIT )	· · ·
appeared before me J. WARR did say that he is the Pre TION, a Utah corporation, Third Amendment to Condomi of said corporation by aut of Directors, and said J.	of October, 1974, personally EN KING, who, being by me duly sworn, sident of TREASURE MOUNTAIN CORPORA- and that the within and foregoing nium Declaration was signed in behalf hority of a resolution of its Board WARREN KING duly acknowledged to me uted the same and that the seal afcorporation.
My Commission Expires:	Notary Public
Felixary 11, 1978	Residing at. Pack City Utah
PUD	Residing at: Pack City, Utah RNNK M63 PAGE 386
	-6-

STATE OF UTAH ) : ss. COUNTY OF SALT LAKE )
On the
My Commission Expires: Notary Public
Residing at Salt Lake City, Utah
CTATE OF CALTRODATA )
STATE OF CALIFORNIA ) : ss. COUNTY OF )
On the
My Commission Expires: Notary Public
Residing at:
STATE OF New York ) : SS. COUNTY OF Westlesman
On the 16 day of October, 1974, personally appeared before me Louis Great one, one of the signers
BOOK M63 PAGE 387

_	me that he executed the same.
	We at M
	Shedy by Footner
My Commission Expires:	Notary Public
MAnch 30 1976	Residing at: 71 My, 11 ROAD HELDON M. GOODMAN
	HELDON M. GOODMAN Public. State of New York
A. Qualifi	No. 60 6593025 led in Westchester County
STATE OF Pen Your )	Expires March 80, 1976
STATE OF Pen John ; some country of Westher; s	S.
On the $\frac{H}{1000}$ day appeared before me $\frac{1000000}{10000000000000000000000000000$	y of OCTOBER, 1974, personally and
, signer	s of the foregoing Third Amendment
they executed the same.	n, who duly acknowledged to me that
•	. Sheldon 4 Loodwar
My Commission Expires:	Notary Public
SHELDON M. GOODMAN Notary Public. State of New York	Residing at: 71 Mill ROAD  BASICLESTON, he fort, lo
No. 60-6393025 Qualified in Westchester Count Term Expires March 80, 197	. (/
STATE OF	• <b>•</b>
	ss.
COUNTY OF )	•
•	
On the day appeared before me	
duly sworn, did say that h	, who, being by me
	corporation, and that
the within and foregoing T	Third Amendment to Condominium
Declaration was signed in	behalf of said corporation by au-
hority of a resolution of	its Board of Directors, and said
ownerstien english 1 41	duly acknowledged to me that said
the seal of said corporati	same and that the seal affixed is
Jour or said corporact	. OII •
y Commission Expires:	Notary Public
- F	
er en	Residing at:

## THIRD AMENDMENT TO CONDOMINIUM DECLARATION

#### FOR

#### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

#### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

ROOK M63 PAGE389

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (here-inafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 <u>Revocation or Amendment</u>: This Declaration shall not be revoked unless the Owners representing

ROOK M63 PAGE3 91

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

Ву \_

President

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	•
· ·	Morrill
•	•
•	
•	
•	Denis R. Morrill
·	Western
	WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.
•	Ву
ATTEST:	Second Vice President
Assistant Secretary	· 
. Assistant Secretary	
. <u>P</u> u	urchasers
Larry B. Atkinson	Dean E. Conder
	· · · · · · · · · · · · · · · · · · ·
Syron P. Dixon	Richard D. Movitz
•	
POLGAR COMPANY, a Partners	ship
•	Melvin Teerlink
General Partner	<b></b>
General Parcher	O. E. Grua
VIATION SERVICE & SUPPORT	r corp.
у	Arthur D. Monty
President	<b>-</b>
	Morde Lupatkin
. ••	•
ack A. Scott	

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Louis R Criscione

ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. Vice President ATTEST: Assistant Cashier STATE OF UTAH COUNTY OF SUMMIT ) On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Commission Expires: Residing at: Pack Oily, With BOOK M63 PAGE 394

STATE OF UTAH ) : ss.
COUNTY OF SALT LAKE )
On the
My Commission Expires: Notary Public
Residing at Salt Lake City, Utah
STATE OF CALIFORNIA ) : ss.
COUNTY OF )
on the
My Commission Expires: Notary Public
My Commission Expires: Notary Public
Residing at:
•
STATE OF LOUISIANA ) PARISH : ss. COUNTY OF ORLEANS )
On the <u>lith</u> day of <u>October</u> , 1974, personally appeared before me <u>ARTHUR Q. DAVIS</u> , one of the signers
BOOK M63 PAGE3 95

of the foregoing Third who duly acknowledged to			
My Commission Expires:	· <	Notary Public J. WILLIAM VAUDR	Y. JR
AT MY DEATH		Residing at: 7012 Jeannette New Orleans, Lou	101
STATE OF	ss.		
COUNTY OF	)		•
		of the foregoing	
to Condominium Declarate they executed the same.	_	who duly acknowl	edged to me that
My Commission Expires:		Notary Public	
		Residing at:	
STATE OF	)	•	•
COUNTY OF	: ss.	•	
On the appeared before me duly sworn, did say that a	day o	is the President	1974, personally who, being by me of tion, and that
Declaration was signed thority of a resolution	in be	ird Amendment to ehalf of said cor its Board of Dire duly acknowledged	condominium poration by au- ctors, and said to me that said
corporation executed the the seal of said corporation			eal affixed is
My Commission Expires:		Notary Public	
		Residing at: ROOK M63	PAGE 3 0 A

## THIRD AMENDMENT TO CONDOMINIUM DECLARATION

**FOR** 

#### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30 day of Sykwhw, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

#### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain

Trust Deed dated June 7, 1973, from Declarant, as "Trustor,"

to Morrill, as "Trustee," wherein Western Mortgage Corporation,

a division of Unionamerica, Inc., a California corporation

(hereinafter designated "Western-California"), was designated

as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

BOOK M63 PAGE 397

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project;

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit cwned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21. thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 3 99

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

**Declarant** 

TREASURE MOUNTAIN CORPORATION

Ву

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BOOK M63 PAGE 400

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M	orrill	
		· •
	Denis	R. Morrill
<u>W</u>	estern	
		RN MORTGAGE CORPORATION, a
•	divisi	ion of Unionamerica, Inc.
	Dee	
ATTEST:	Ву	Second Vice President
	<b>.</b>	second vice riesident
•		•
Assistant Secretary		
		·
·		• •
Pu	rchasers	
<del></del>		•
• •		•
Larry B. Atkinson		Dean E. Conder
		•••
Private D. Direct		
Byron P. Dixon		Richard D. Movitz
·		•
POLGAR COMPANY, a Partnersh	nin	
obom committe, a faitheist		Melvin Teerlink
		Melvin leellink
Зу	•	·
General Partner		
	·	O. E. Grua
AVIATION SERVICE & SUPPORT	CORP.	
	•	Arthur D. Monty
By		-
President		• •
·		

Louis R Criscione

BOOK M63 PAGE 401

Morde Lupatkin

Jack A. Scott

•	
	ZIFF DAVIS PUBLISHING CO.
•	
	By
James M. Hawkins	Senior Vice President
Michael J. Rokoff	Trans Date of Date
	Hans Peter Rohr
Everett R. Lerwick	·
Bycice R. Berwren	Arthur Q. Davis
	•
Arthur R. Schmauder	•
. The mate	Consend to
FIRST	Security
•	FIRST SECURITY BANK OF UTAH, N. A.
	Ву
ATTEST:	Vice President
Assistant Cashier	
ASSISCANC CASHIEI	
STATE OF UTAH )	
: SS.	
COUNTY OF SUMMIT )	
On the 44 day	of October, 1974, personally
appeared before me J. WARR	EN KING, who, being by me duly sworn,
did say that he is the Pres	sident of TREASURE MOUNTAIN CORPORA- and that the within and foregoing
Third Amendment to Condomin	nium Declaration was signed in behalf
of said corporation by aut	hority of a resolution of its Board WARREN KING duly acknowledged to me
that said corporation exec	uted the same and that the seal af-
fixed is the seal of said	
	Min ( ) Alch
My Commission Expires:	Sharon Jkel Notary Public
- 3 John = 11 1975	Residing at: Pack Octy, Utak  BOOK M63 PAGE 402
Dyres access 11, 11 10	DOON MAT DACE LOS
	BUUN MOJ PAUL U

STATE OF UTAH )
: ss. COUNTY OF SALT LAKE )
On the
My Commission Expires: Notary Public
Residing at Salt Lake City, Utah
STATE OF CALIFORNIA )
COUNTY OF ; ss.
on the
My Commission Expires: Notary Public
Residing at:
en e
STATE OF ) : ss.
COUNTY OF ;
On the day of, 1974, personally appeared before me, one of the signers
BOOK M63 PAGE 403

-7-

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:	Notary Public
_	Residing at:
	Restaing ac.
•	•
STATE OF )	
COUNTY OF )	SS.
JOONTI OI ,	
On the de	ay of, 1974, personally
On the data appeared before me	and
— — — — — — — — — — — — — — — — — —	rs of the foregoing Third Amendment
to Condominium Declaratio	on, who duly acknowledged to me that
they executed the same.	
	•
My Commission Expires:	Notary Public
•	Paciding at.
	Residing at:
·	
CTATE OF	
STATE OF	<b>c c</b>
COUNTY OF )	
,	
On the 4th da	ny of <u>December</u> , 1974, personally p Sine yp, who, being by me he is the President of <u>Ziff-Davis</u>
duly sworn did say that	he is the President of 7:ff_Davis
Publishing Co a D	elaware corporation, and that
	Third Amendment to Condominium
Declaration was signed in	n behalf of said corporation by au-
	of its Board of Directors, and said
	duly acknowledged to me that said
•	same and that the seal affixed is
the seal of said corporat	cion.
	O Little M. D. R.
•	Jane S. Samiens
My Commission Expires:	Notary Public
3-30-75	PAUL E SAUNDERS 2
	Residing at: Notary Public, State of New York No. 31-3460730
Door	Qualified in New York County 7.5 Commission Expires March 30; 1975.
RU()k	(MO) PAGE404

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#### THIRD AMENDMENT TO CONDOMINIUM DECLARATION

#### FOR

#### PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 3 day of Jakoba , 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

#### WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

ROOK M63 PAGE 4 05

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

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WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

- 1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:
  - 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.
- 2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.
- 3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:
  - 15.1 <u>Revocation or Amendment</u>: This Declaration shall not be revoked unless the Owners representing

RANK M63 PAGE407

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

- 4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.
- 5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.
- 6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

Ву

.

## Morrill

Denis R. Morrill

## Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

Second Vice President

Assistant Secretary

ATTEST:

## Purchasers

	•
Larry B. Atkinson	Dean E. Conder
	•
	•
Byron P. Dixon	Richard D. Movitz
•	•
POLGAR COMPANY, a Partnership	
- -	Melvin Teerlink
Ву	
General Partner	
ERVI	O. E. Grua
AVIATION SERVICE & SUPPORT CORP	•
Exactober J. Komber	Arthur D. Monty
President	
	Morde Lupatkin
· • ••	Horde EdharkIII
Jack A. Scott	
	Louis R Criscione
	DOOK N/Z DAGE!
•	RNNK M63 PAGE 40

ZIFF DAVIS PUBLISHING CO. James M. Hawkins President Michael J. Rokoff Hans Peter Rohr Everett R. Lerwick Arthur Q. Davis Arthur R. Schmauder First Security FIRST SECURITY BANK OF UTAH, N. A. ATTEST: Vice President Assistant Cashier STATE OF UTAH SS. COUNTY OF SUMMIT On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORA-TION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. My Commission Expires: Residing at: Pack City, Utah

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STATE OF UTAH  COUNTY OF SALT LAKE	); ss.			
foregoing Third Ame	day of, 1974, personally DENIS R. MORRILL, one of the signers of the ndment to Condominium Declaration, who duly that he executed the same.			
My Commission Expir	es: Notary Public			
·	Residing at Salt Lake City, Utah			
STATE OF CALIFORNIA COUNTY OF	) : ss. )			
duly sworn, did say WESTERN MORTGAGE COM Inc., a Delaware com going Third Amendment in behalf of said com its Board of Director duly acknowledged to				
My Commission Expire	es: Notary Public			
	Residing at:			
•	•			
STATE OF	)			
COUNTY OF	: ss. )			
On theappeared before me _	day of, 1974, personally, one of the signers			
ROOK M63 PAGE411				

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of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same. My Commission Expires: Notary Public Residing at: STATE OF : SS. COUNTY OF On the , 1974, personally day of appeared before me and signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same. My Commission Expires: Notary Public Residing at: X STATE OF CALIFORNIA COUNTY OF LOS ANGELES On the <u>18th</u> day of <u>October</u>, 1974, personally appeared before me Robert J. Romberg , who, being by me duly sworn, did say that he is the President of Aviation Service and Support, Corp., a California corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. ROOK M63 PAGE 412: Notary Public My Commission Expires: Residin r. West

Calif.

baion Expires-June 29, 1