

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE
SKI LAKE VILLAGE RESORT CONDOMINIUM (PHASE I)

(An Expandable Condominium Project)

THIS AMENDMENT is made and executed by Ronald J. Catanzaro, an individual, and Valley Lake Corporation, a Utah Corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated (1953), Sections 57-8-1 through 57-8-36; and pursuant to paragraph 19 of that certain "Second Amendment to the Declaration of Condominium Amending in its Entirety the Declaration of Condominium" recorded at Page 1866 of Book 1529 in the office of the Recorder, Weber County, State of Utah.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the real property and improvements (hereinafter "Property"), including one hundred percent (100%) of the common areas and facilities, located in the vicinity of Huntsville, Weber County, Utah, previously submitted to the provisions of the Act under the designation of Four Seasons Resort Condominium, as hereinafter described; and

WHEREAS, On October 29, 1981, Declarant made and executed the Declaration of Condominium of the Four Seasons Resort Condominium (hereinafter "Declaration"), which Declaration was recorded in the office of the County Recorder of Weber

PLATTED VERIFIED
ENTERED MICROFILMED

E# 1348199 BK 1759 PG 571
DOUG CROFTS, WEBER COUNTY RECORDER
02-JUN-95 359 PM FEE \$43.00 DEP MH
REC FOR: FRANK WARNER

20-052-0001 TO 0012

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County, Utah, on November 3 1981, in Book 1392 at Page 760 et. seq. as Entry No. 846630; and

WHEREAS, the related Record of Survey Map submitted to the Act certain real property owned by Declarant as described in Paragraph 3.1 of the Declaration and as more particularly described as follows:

A part of the Southwest 1/4 of Section 13, Township 6 North, Range 1 East, Salt Lake Base & Meridian, U. S. Survey: Beginning at a point on the North line of the Pineview Huntsville Highway (State Highway U-39) being 1243.90 feet East along the Section Line and 40.00 feet North from the Southwest corner of said Section 13, and running thence West 24.00 feet along said North line of Highway, thence North 0 degrees 31'30" West 325.01 feet; thence West 86.32 feet; thence North 153.33 feet; thence South 82 degrees 00' East 53.03 feet; thence West 8 degrees 00' East 62.00 feet; thence South 82 degrees 00" East 132.55 feet to an existing fence on the West line of U.S.A. property; thence South 0 degrees 55'27" East 186.16 feet along said fence; thence South 89 degrees 28'30" West 65.11 feet; thence South 0 degrees 31'30" East 117.00 feet; thence South 89 degrees 28'30" West 20.00 feet; thence South 0 degrees 31'30" East 210.00 feet to the point of beginning. Contains 1.047 acres;

and

WHEREAS, on August 1, 1984, Declarant made and executed an amendment to the Declaration of Condominium of the Four Seasons Resort Condominium changing the name to Ski Lake Village Resort Condominium and amending in its entirety the Declaration

of Condominium (Phase I), which amendment was recorded in the office of the County Recorder of Weber County, Utah, on August 2, 1984, in Book 1451 at page 161 et. seq. as entry number 915208; and

WHEREAS, on November 2, 1987, Declarant made and executed a "Second Amendment to the Declaration of Condominium Amending in its Entirety the Declaration of Condominium" to Ski Lake Village Resort Condominium, amending and restating in its entirety the Declaration of Condominium (Phase I), which amendment was recorded in the office of the County Recorder of Weber County, Utah, on November 12, 1987, in Book 1529 at page 1866 et. seq. as entry number 1030786; and

WHEREAS, Declarant desires, pursuant to Paragraph 19 of the Declaration, to further amend the Declaration so as to effect certain changes in the provisions thereof as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. RIGHT TO EXPAND. The option and right to expand the Ski Lake Village Resort Condominium set forth in paragraph 6 of the Declaration is in full force and effect and shall not expire until seven (7) years after the recording of this amendment, unless earlier terminated pursuant to paragraph 6.2 of the

Declaration.

2. DECLARANT CONTROL PERIOD. The "declarant control period" defined in paragraph 2.(k) of the Declaration is in full force and effect and shall not expire until six (6) years after the recording of this amendment, unless earlier terminated pursuant to paragraph 2.(k)(2) or 2.(k)(3) of the declaration.

3. ARTICLES OF INCORPORATION. The "articles of incorporation" of the Ski Lake Village Resort Condominium Owners Association referred to in paragraph 2.(b) of the Declaration are those articles attached to this Amendment as Exhibit "A" and incorporated herein by reference.

4. EFFECTIVE DATE. This Amendment shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30 day of ~~April~~^{MAY}, 1995.

VALLEY LAKE CORPORATION

RONALD J. CATANZARO

By: Bruce H. Jones
Bruce H. Jones
Its: President

Ronald J. Catanzaro

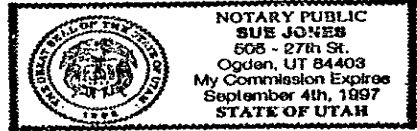
STATE OF UTAH)
) SS:
COUNTY OF WEBER)

On the 31 day of May, 1995, personally appeared

before me BRUCE H. JONES, who being duly sworn by me did say that he is the President of VALLEY LAKE CORPORATION, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said BRUCE H. JONES acknowledged to me that said corporation executed the same.

Sue Jones
NOTARY PUBLIC
Residing at: Ogden, ut.

My Commission Expires: 9-4-97



STATE OF FLORIDA)
~~UTAH~~) : ss
COUNTY OF PALM BEACH)
~~WEBER~~)

On this 30 day of May, 1995, personally appeared before me RONALD J. CATANZARO, the signer of the foregoing instrument who duly acknowledged to me that he executed the same. ✓

Marie Binkowski
NOTARY PUBLIC
Residing At: West Palm Beach, Florida

My Commission Expires: .



ARTICLES OF INCORPORATION OF
SKI LAKE VILLAGE RESORT CONDOMINIUM
OWNERS ASSOCIATION

THE UNDERSIGNED natural person over the age of twenty-one (21) years, acting as incorporator of a corporation under the Utah Nonprofit Corporation and Cooperative Association Act, adopts the following Articles of Incorporation, hereinafter referred to as the "Articles", for such corporation and certifies:

ARTICLE FIRST

NAME: The name of this corporation is SKI LAKE VILLAGE RESORT CONDOMINIUM OWNERS ASSOCIATION, hereinafter called the "Association."

ARTICLE SECOND

DURATION: This corporation shall exist perpetually unless sooner dissolved by law.

ARTICLE THIRD

PURPOSES: The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the common areas and facilities of the Ski Lake Village Resort Condominium, collecting and disbursing the assessments and charges provided for in the

EXHIBIT A

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E# 1348199 BK1759 PG576

Declaration of Condominium of the Ski Lake Village Resort Condominium hereinafter referred to as the "Declaration", and Bylaws of the Ski Lake Village Resort Condominium Owners Association, hereinafter referred to as the "Bylaws", and otherwise administering, enforcing, and carrying out the terms of the Declaration, these Articles and the Bylaws, and generally providing for and promoting the health, safety, and welfare of residents of Ski Lake Village Resort Condominium.

ARTICLE FOURTH

POWERS: The Association shall have all powers granted to the Association by the Utah Nonprofit Corporation and Cooperative Association Act, Utah Code Annotated (1953), Section 16-6-18 through 16-6-111, and the Utah Condominium Ownership Act, Utah Code Annotated (1953), Section 57-8-1 through 57-8-36, as amended, including but not limited to the following:

- a. To exercise all powers and duties reasonably necessary to operate the Ski Lake Village Resort Condominium as provided in the Declaration and the Bylaws.
- b. To enforce the Declaration, these Articles, and the Bylaws, and any rules and regulations made pursuant thereto, and pay all expenses incidental thereto.
- c. To maintain, repair, and replace the common areas and facilities.
- d. To determine, levy, collect, and enforce payment by lawful means of common expense assessments levied against members of the Association to defray the costs incurred in maintaining,

repairing and replacing the common areas and facilities.

e. To make, amend and repeal rules and regulations respecting the use of the Ski Lake Village Resort Condominium.

f. To engage the services of a manager or management company, attorneys, accountants, or other employees, agents or professionals, and to pay to said persons a reasonable compensation for services rendered by them to the Association.

g. To purchase, hold, sell, convey, mortgage or lease any interest in real or personal property subject to the restrictions, limitations, and provisions of the Declaration; so long as the prior written approval of at least two-thirds (2/3) of the first mortgagees (based on one vote for each mortgage owned), and two-thirds (2/3) of the owners (other than Declarant) of the individual units prior to partitioning or subdividing any unit, or seeking to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities is obtained.

h. To have bank accounts in the name of the Association.

i. To bring, respond to, settle or otherwise resolve legal actions on behalf of or against two or more members of the Association.

j. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for protection or benefit of this corporation, and to do said acts as

fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other person, association or corporation.

ARTICLE FIFTH

MEMBERS: The members of the Association shall consist of all persons owning a unit of Ski Lake Village Resort Condominium, a condominium project, in fee simple as shown in the records of the County Recorder of Weber County, Utah. Members of the Association shall also include any mortgagee, trustee, or beneficiary under a deed of trust who has acquired title to a unit pursuant to any remedy under the mortgage or deed of trust, or any proceeding or procedure in lieu thereof.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

The members of the Association shall be entitled to at least one vote for each unit owned by them. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws.

ARTICLE SIXTH

AMENDMENT: These Articles of Incorporation may be amended by the affirmative vote of two-thirds (2/3) of the votes entitled to vote on each such amendment so long as these Articles as amended contain only such provisions as are lawful under the

Utah Nonprofit Corporation and Cooperative Association Act.
These Articles shall not be amended in any manner which would adversely affect the interest of first mortgagees without first obtaining the consent of all first mortgagees to such amendment.

ARTICLE SEVENTH

INITIAL REGISTERED OFFICE AND AGENT: The address of this corporation's initial registered office is 505 27th St., Ogden, Utah 84403. The name of the initial registered agent at such address is Frank S. Warner.

ARTICLE EIGHTH

GOVERNING BOARD: The affairs of the Association shall be managed by a governing board, referred to in the Declaration and herein as the Management Committee, consisting of the number of members as shall be determined by the Declaration and Bylaws, but not less than three members.

Management committee members shall be elected, removed and vacancies shall be filled in the manner provided by the Declaration and Bylaws. The names and addresses of persons who are to serve as committee members until the first annual meeting of unit owners or until their successors are elected and qualify, are:

Ronald J. Catanzaro	1017 N. Olive Ave. West Palm Beach, FL. 33401
Lisa Catanzaro	1017 N. Olive Ave. West Palm Beach, FL. 33401
Bruce H. Jones	905 24th St. Ogden, Ut. 84401

ARTICLE NINTH

INDEMNIFICATION: Every committee member and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a committee member or officer of the Association, or any settlement thereof, whether or not he is a committee member or officer at the time such expenses are incurred, except in such cases wherein the committee member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such committee member or officer may be entitled.

ARTICLE TENTH

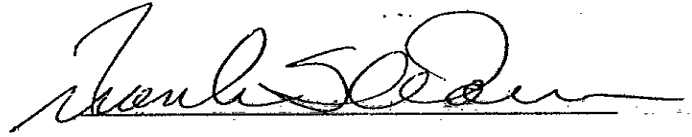
INCORPORATOR: The name and address of the Incorporator is:

Frank S. Warner

505 27th. St.
Ogden, Ut. 84401

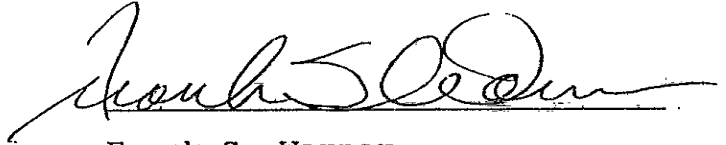
In witness whereof, the undersigned, being the Incorporator of the corporation, executes these Articles of Incorporation and

certifies to the truth of the facts here in stated, this 30 day
of May, 1995.



Frank S. Warner

The appointment of the undersigned as the initial registered
agent of the corporation is hereby accepted.



Frank S. Warner