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REQUEST of ASSOCIATED TITLE COMPANY	
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
\$ 8.00	By Wanda Y. Spriggs
INDEXED	ABSTRACT

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TIME PERIOD UNIT OWNERSHIP WITHIN THE  
PARK STATION CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT

This Amendment to Declaration of Covenants, Conditions and Restrictions for Time Period Unit Ownership Within the Park Station Condominiums, a Utah Condominium Project (the "Amendment") is made this 18<sup>th</sup> day of August, 1982, by A. BLAINE HUNTSMAN, JR. and LADD E. CHRISTENSEN (collectively "Declarant"), and is made with reference to the following Recitals and is as follows:

RECITALS

A. On the 12th day of April, 1982, Declarant made and executed a certain declaration of covenants, conditions and restrictions entitled "Declaration of Covenants, Conditions and Restrictions for Time Period Unit Ownership within the Park Station Condominiums, a Utah Condominium Project" (hereinafter referred to as the "Declaration"), thereby subjecting certain of the Time Period Units in the Park Station Condominiums, a Utah Condominium Project (hereinafter referred to as the "Project"), to the provisions of the Declaration, which Declaration was recorded in the Office of the County Recorder of Summit County, State of Utah, on the 12th day of April, 1982, in Book M-217 at Page 1, et sec., as Entry No. 190314.

B. On the 2nd day of July, 1982, Declarant made and executed an amendment to Declaration pursuant to which Section 9.1 of said Declaration was amended to provide for additional amendments to said Declaration by the Declarant for the purposes of complying with requests for amendments as such may be made by any State regulatory agency having jurisdiction over the offer and sale of the Time Period Estates.

C. The Department of Real Estate of the State of California has required certain amendments to the Declaration to comply with certain regulations of said agency.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants and conditions set forth herein, the Declaration is hereby amended as follows:

1. Section 3.5 of the Declaration, as amended, is hereby further amended to add the following:

"The first Trustees of the Board shall be appointed by the Declarant. These Trustees shall serve until the first meeting of the Association at which time an election of all of the Trustees for the Association shall be conducted in accordance with the provisions of this Section 3.5 of the Declaration."

2. There is hereby added a new Section 4.3(d) to the Declaration as follows:

"(d) In addition to those provisions described above, the Management Agreement shall ordinarily include at least the following provisions:

(1) Delegation of authority to the managing agent to carry out the duties and obligations of the Association to the Time Period Owners.

(2) Authority of the managing agent to employ subagents.

(3) A term of not more than three years with automatic renewals annually after expiration of the first term unless the Association by the vote or written assent of a majority of the voting power residing in members other than the Declarant determines not to renew the contract and gives appropriate notice of that determination.

(4) Termination for cause at any time by the Board of the Association with provision for arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association if requested by or on behalf of the managing agent.

(5) Not less than 90 days written notice to the Association of the intention of the managing agent to resign.

(6) Enumeration of the powers and duties of the managing agent in the operation of the program and the maintenance of the dwelling units comprising the Project.

- (7) Compensation to be paid to the managing agent.
- (8) Records to be maintained by the managing agent.
- (9) Periodic reports and other information to be communicated to the Association and/or Time Period Owners by the managing agent.
- (10) A statement of the limitations on the powers of the managing agent to enter into contracts with third parties to furnish goods or services to the Project unless the managing agent has the prior authorization through a vote of the members of the Association. Ordinarily the managing agent shall be precluded from entering into a contract on behalf of the Association for the furnishing of goods or services for the Project for a term longer than one year without the vote of a majority of the members of the Association (other than the Declarant) except as follows:

- (A) A contract with a public utility company if the rates charged for the materials or services are regulated by a public utilities commission in which case the term of the contract shall not exceed the shortest term for which the utility company will contract at the regulated rate.

- (B) Prepaid casualty and/or liability insurance policies; provided however that a policy shall not be for a term of more than three years and must permit short rate cancellation by the insured.

- (C) Leases of the furnishings of units in the Project.

- (11) Fidelity bonding of the managing agent.

- (12) Errors and omissions insurance coverage for the managing agent if available.

- (13) Delineation of the authority of the managing agent and persons authorized by the managing agent to enter into dwelling units of the Project for the purpose of cleaning, maid service, maintenance and repair including emergency repairs and for the purpose of abating a nuisance or dangerous, unlawful or prohibited activity being conducted in the unit.

- (14) Delineation of the authority, or an express statement in negation of any authority, of the managing agent with respect to the administration of an exchange program, if any, participation in which is included in the offering."

3. The phrase "exercisable in its sole discretion," appearing in line 6 of Section 5.5 of the Declaration is hereby amended to read "exercisable upon approval by a majority of the voting power of the Association residing in the Time Period Owners other than the Declarant,".

4. There is hereby added a new Section 3.6 to the Declaration as follows:

3.6 Inspection and Copying of Association's Books and Records and Properties.

(a) The membership register including mailing addresses and telephone numbers, books of account, minutes of members' and Board meetings and all other records maintained by the Association or the managing agent shall be made available for inspection and copying by any member - or by his duly appointed representative - at any reasonable time for a purpose reasonably related to membership in the Association.

(b) The records shall be made available for inspection at the office where the records are maintained. Upon receipt of an authenticated written request from a member along with the fee prescribed by the Board to defray the costs of reproduction, the managing agent or other custodian of records of the Association shall prepare and transmit to the member a copy of any and all records requested.

(c) The Association may, as a condition to permitting a member to inspect the membership register or to its furnishing information from the register, require that the member agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the member's interest in the Association.

(d) The Board shall establish reasonable rules with respect to:

(1) Notice to be given to the managing agent or other custodian of the records by the member desiring to make the inspection or to obtain copies.

(2) Hours and days of the week when a personal inspection of the records may be made.

(3) Payment of the cost of reproducing copies of records requested by a member.

(e) Every Trustee shall have the absolute right at any time to inspect all books, records, and documents of the Association and all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records subject only to the provisions in subdivision (c) hereof.

5. Section 3.05 of Exhibit "C" to the Declaration, as amended, is hereby amended to delete the phrase "or to vote at" appearing in the 6th and 12th lines of said Section and to delete the phrase "and to vote at" appearing in lines 15 and 16 of said Section.

In witness whereof, the undersigned have executed this instrument on the date first written above.

Declarant:

[Signature]  
A. BLAINE HUNTSMAN, JR.

[Signature]  
LADD E. CHRISTENSEN

STATE OF UTAH )  
                               ) ss.  
COUNTY OF SUMMIT )

On this 18<sup>th</sup> day of August, 1982, personally appeared before me A. Blaine Huntsman, Jr. and Ladd E. Christensen, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

Residing at: Dark City

