

Entry No.	4761 247619
REQUEST OF	Red Pine Chalets
FEE	50 ALAN SPRIGGS, SUMMIT CO. RECORDER
\$	12.00
RECORDED	3-11-86 at 11:02 M

RED PINE CHALETS, PHASE THREE  
SECOND SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION is made and executed this 4 day of MARCH, 1986, by The Management Committee of the Association of Unit Owners of RED PINES CHALETS, PHASE THREE ("Management Committee").

R E C I T A L S:

A. On November 14, 1980, Snyderville Development Co., Inc., as Declarant, made and executed an Amended Condominium Declaration For RED PINE CHALETS, PHASE THREE (hereinafter referred to as the "Original Declaration") as part of a plan for the RED PINE CHALETS, PHASE THREE ("Project"), which Original Declaration was executed by Declarant on November 14, 1980, and recorded in the office of the County Recorder of Summit County, State of Utah, on November 18, 1980, in Book M172 at page 285 et. seq., as Entry No. 173067. The related Record of Survey Map (the "Original Map") was recorded concurrently with the Original Declaration. The Original Declaration and the Original Map submitted to the provisions of the Utah Condominium Owner Act (Utah Code Annotated, Sections 57-8-1 et. seq., as amended from time to time) ("Act") the following described real property situated in Salt Lake County, State of Utah, to-wit:

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BEGINNING at a point 494.76 feet North of the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, and running thence South 50°00' West 148.67 West 31.1 feet; thence North 40°00' West 201.45 feet; thence North 194.15 feet; thence North 50°00' East 358.32 feet; thence South 483.24 feet to the point of BEGINNING.

TOGETHER WITH a 60.0 foot right of way easement described as follows: BEGINNING at a point 1253.00 feet North and 244.50 feet West of the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence South 803.81 feet to a point of a 110.00 foot radius curve to the right, the radius point of which bears West 110.00 feet; thence Southwesterly along the arc of said curve 65.22 feet; thence North 48°00' West 61.34 feet to a point on a 50.00 foot radius curve to the left, the radius point of which bears North 65°53'45" West 50.00 feet thence Northeasterly along the arc of said curve 21.035 feet to a point of tangency; thence North 803.81 feet; thence East 60.00 feet to the point of BEGINNING.

B. Article XXVII of the Original Declaration, set forth a procedure for amendment of the Original Declaration and the Association of Unit Owners of the Project desire to amend the Original Declaration in accordance with the provisions herein contained.

#### I. DEFINITIONS

When used in this Second Supplemental Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. "Second Supplemental Declaration" shall mean and refer to this Red Pine Chalets, Phase Three, Third

Supplemental Declaration of and Amendment to Covenants,  
Conditions and Restrictions.

2. Other Definitions. Except as herein otherwise defined or as may be required by the context, all terms defined in Article II of the Original Declaration shall have such defined meanings when used in this Third Supplemental Declaration.

## II. AMENDMENTS TO ORIGINAL DECLARATION

A. The provisions of Article V, DESCRIPTION OF PROPERTY, Subparagraph (b), Description of Improvements, as contained in the Original Declaration are herewith and hereby amended and modified and restated in their entirety to provide as follows:

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(b) Description of Improvements. The buildings will be constructed by the Declarant and will be in accordance with the information contained in the Map. They will consist of eight (8) buildings containing a total of sixty-four (64) Units. The buildings will be of wood frame construction on concrete pads, with board exterior. All Units will be totally electric as to heating and appliances. Electricity is separately metered to each Unit. Water and sewage disposal, at the election of the Management Committee, will either be separately metered and billed to each Unit or will be commonly assessed and treated as common area expenses. (It is intended that the Management Committee select the most cost-effective manner of having such water and sewage disposal services provided to each Unit.) Each Unit has a separate electric water heater. The Project will be subject to the easements which are reserved through the Project and as may be required for Utility Services.

B. The provisions of Article VII, STATEMENT OF PURPOSE AND RESTRICTION ON USE, Subparagraph (a), Purpose, as

contained in the Original Declaration are herewith and hereby amended and modified and restated in their entirety to provide as follows:

(a) Purpose. The purpose of the Condominium Project is to provide recreational or residential housing for Unit Owners, their families, guests and lessees and to provide parking and recreational space for use in connection therewith, all in accordance with the provisions of the Act.

C. The provisions of Article VII, STATEMENT OF PURPOSE AND RESTRICTION ON USE, Subparagraph (b), Restrictions on Use, as contained in the Original Declaration are herewith and hereby amended and modified and restated in their entirety to provide as follows:

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied only as hereinafter set forth:

(1) Units shall be used only for purposes of residential occupancy and/or temporary (recreational) or permanent residence and for no other purpose.

D. A new Article XXXVII is added to the Original Declaration and is set forth in its entirety as follows:

#### ARTICLE XXXVII

##### RED PINE COMMUNITY RECREATIONAL FACILITIES

(a) Recreational Declaration. A certain "Declaration of Covenants, Conditions and Restrictions of the Recreational Facilities of the Red Pine Community" (referred to in this Article as the "Recreational Declaration") was recorded in the office of the Summit County Recorder on March 11, 1985, as Entry No. 231564, in Book 334 at Pages 583 et seq. All terms used in this Article XXXVII which are defined in the Recreational Declaration shall have the meanings ascribed to

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them therein. As more fully provided for in the Recreational Declaration, Red Pine Chalets, Phase Three has qualified to become a part of the Red Pine Community and each Owner of a Unit in said Project has become a Member of the Red Pine Community Association, a Utah nonprofit corporation, and has been granted a nonexclusive and limited right and easement to use and enjoy the Recreational Facilities.

(b) Binding Effect of Recreational Declaration. The Recreational Declaration and all the terms and provisions thereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, with respect to all interests in real property (including, without limitation, units limited common areas, and common areas) associated with or comprising a part of Red Pine Chalets, Phase Three and shall be binding upon and inure to the benefit of all persons who voluntarily, by operation of law, or otherwise now or hereafter hold any interest in said Project (including, without limitation, unit owners and purchasers, the association of unit owners, the declarant or developer, mortgagees, and trustees and beneficiaries under deeds of trust). Each person shall comply with, and all such interests shall be subject to, the terms of the Recreational Declaration, the Articles of Incorporation of the Red Pine Community Association, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by the Recreational Declaration and said Articles.

(c) Priority of Assessments. Unpaid regular and special assessments provided for in the Recreational Declaration shall constitute a lien upon condominium units in Red Pine Chalets, Phase Three equal in priority and on the same footing as the lien for any unpaid assessments provided for in this Declaration of Condominium relating to the same period of delinquency.

(d) Conflicts. In the event of a conflict between any provision(s) of this Declaration and any provision(s) of the Recreational Declaration, the provisions of the Recreational Declaration shall govern. BOOK 376 PAGE 444

(e) Prohibition Concerning Amendments. This Article XXXVII shall not be amended without

the prior affirmative vote of at least eight percent (80%) of Members present in person or by proxy at a duly noticed meeting of the Members of the Red Pine Community Association, the notice of which meeting must specify the exact terms of the proposed amendment and provide each Member with a proxy whereby he may vote for or against approval of such amendment.

### III. CERTIFICATION OF VOTE

The Management Committee, by and through its officers, and pursuant to the provisions of Article XXVII herewith and hereby certifies that a vote of the Unit Owners of the Project authorizing the amendments set forth herein has occurred and with respect thereto, Unit Owners owning not less than 66.66% of the undivided interest in the Common Areas and Facilities of the Project have given their affirmative vote and approval for the amendments contained herein.

### IV. EFFECTIVE DATE

The effective date of this Second Supplemental Declaration shall be the date on which said instruments are filed for record with the office of the County Recorder of Summit County, State of Utah. From and after said date the Original Declaration and Original Map of Red Pine Chalets, Phase Three Condominiums shall consist of the Original Declaration and Original Map as supplemented and amended by this Second Supplemental Declaration.

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IN WITNESS WHEREOF, Management Committee has executed  
this instrument on the day and year first above written.

MANAGEMENT COMMITTEE OF THE  
ASSOCIATION OF UNIT OWNERS  
OF RED PINE CHALETS, PHASE  
THREE

ATTEST:

By J. Dallas Van Wagoner  
Its Secretary

By Matt Heimerich  
Its President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) : SS

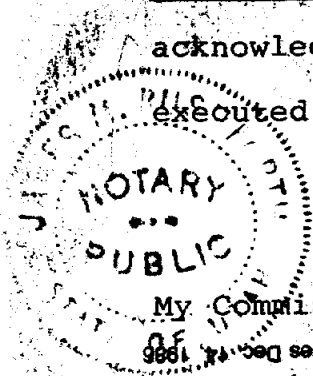
On the 4<sup>th</sup> day of MARCH, 1986, personally  
appeared before me MATT HEIMERICH and  
J. Dallas Van Wagoner, who on oath did say that he, the  
said MATT HEIMERICH is the President of the  
Management Committee of Red Pine Chalets, Phase Three, and  
that he, the said J. Dallas Van Wagoner is the Secretary  
of the Management Committee of Red Pine Chalets, Phase  
Three, and the within and foregoing instrument was signed on  
behalf of said Management Committee by authority of the  
Bylaws of said Management Committee and the Association of  
Unit Owners of Red Pine Chalets, Phase Three and the said

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WALTER HEIMERICH and J. Dallas Van Wagoner each duly

acknowledged to me that the said Management Committee

executed the same.



My Commission Expires:

Dec. 11, 1966

James M. Gushforth  
NOTARY PUBLIC, Residing at:

Beautiful Utah

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