

Ent 290748 Bk 797 Pg 60-64  
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ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: FIRST AMERICAN TITLE HEBER

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE VILLAS AT ZERMATT RESORT**

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THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM ("Amendment") is made and entered into as of the 14<sup>th</sup> day of October, 2005, by ZERMATT RESORT L.L.C., a Utah limited liability company (hereinafter referred to as the "Declarant") and amends that certain Declaration of Condominium for The Villas at Zermatt Resort recorded with the Wasatch County Recorder on February 8, 2002, as Entry No. 241536 in Book 0545 at Pages 0100 to 0133 ("Declaration").

**RECITAL:**

A. Description of Land. The Declarant is the record Owner of the following described land (hereinafter referred to as the "Land") situated in the County of Wasatch, State of Utah:

Beginning at a point which is East 193.87 feet and North 802.13 feet from the 1996 Wasatch County Surveyor's brass cap of the Southwest Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian to a point on Plat "D"; Thence N 02°15'00" W 342.09 feet; Thence N 52°45'00" East 130.00 feet; Thence S 37°15'00" E 66.38 feet; Thence South 24.65 feet; Thence S 52°45'00" W 70.16 feet; Thence S 02°15'00" W 115.50 feet; Thence East 110.48 feet; Thence N 06°52'18" E 124.20 feet; Thence East 86.62 feet; Thence S 06°52'18" W 310.59 feet; Thence West 101.25 feet; Thence South 42.38 feet; Thence West 50.23 feet; Thence North 42.38 feet; Thence West 102.11 feet to the point of beginning. (Contains 83,288 s.f.)

Subject to and together with all and any applicable easements and rights-of-way for water, sewer, power, telephone, and other utilities, all and any easements and rights-of-way shown on the Map, and all and any applicable easements, rights-of-way, and other matters of record or enforceable at law or in equity.

NOW, THEREFORE, the undersigned does hereby make the following Amendments to the Declaration:

1. Section 1.18 of the Declaration is amended in its entirety to read as follows:

1.18. Resort shall mean the Zermatt Resort, a Swiss mountain village themed recreational resort which is near this Project. The Resort may eventually include, among other things, a hotel, conference center, restaurants, village shops, executive putting course, outdoor summer amphitheater, tennis courts, health club, swimming pool, spa, and outdoor activity areas.

2. Section 5.02 of the Declaration is amended in its entirety to read as follows:

5.02 Use of Decks. No barbeques or other cooking appliances are allowed on patios or decks. No Owner may install any hot tub within any patio or deck area which is a part of his or her Unit or the Limited Common Areas appurtenant to said Unit. No Owner shall store or locate skis, mountain bikes and other similar personal property within deck areas whether located in the Unit or within Limited Common Areas appurtenant to said Unit. The Association shall have the power to establish specific rules and regulation governing use of deck areas.

3. Section 5.03 of the Declaration is amended in its entirety to read as follows:

5.03. Resort Amenities. Each Owner shall have the right to utilize certain amenities at the Resort that are not part of this Project. That right is granted under the terms of the Resort Use and Easement Agreement which grants to Owners non-exclusive rights to use amenities throughout the entire Resort as well as cross-easements and rights of way over and across roadways, parking areas, and other Resort amenities not a part of this Project and to share the cost of maintaining and operating those amenities. It is anticipated that those amenities may include the conference center, restaurants, village shops, executive putting course, outdoor summer amphitheater, tennis courts, health club, swimming pool, spa, and outdoor activity areas.

4. Section 6.01 of the Declaration is amended in its entirety to read as follows:

6.01. Use of Units. No Unit shall be used for any business, industrial, or commercial purpose; provided, however, that (a) Owners may use their Unit or Units for Unit sales models, Unit sales offices, or Unit property management offices as approved in writing by the Management Committee, (b) Owners may rent or lease their Units, and (c) Owners may use their Units to show prospective purchasers or tenants. All Owners and their tenants are required to check in at the Hotel front desk prior to any use of a Unit. Owners and their tenants will indicate expected duration of such use and will be issued a card key for such duration. Leasing of a Unit may be accomplished through the Resort Manager/Operator. In the event Owner leases a Unit through any other party or by Owner a fee shall be assessed for services required of the Resort Manager/Operator, which fee will be set from time to time by the Resort Owner and the Resort

Manager/Operator. The Owner shall at all times the Unit is rented assure compliance with the Owner-Operator Agreement.

5. Section 6.04(d) of the Declaration is amended in its entirety to read as follows:

(d) Smoking. No smoking shall be allowed in any indoor Common Areas in the Project or in any building within the Resort. No smoking shall be allowed in any Unit prior to placement for rental use by the Resort. Any Unit exposed to smoking will require fumigation at Owner's expense prior to placement for rental use by the Resort.

6. Section 7.03 of the Declaration is amended in its entirety to read as follows:

7.03. No Pets or Animals. No pets or animals of any kind or nature whatsoever shall be permitted in any Unit, in the Common Areas, or in any other part of the Project.

In all other respects the Declaration shall remain in full force and effect as originally recorded.

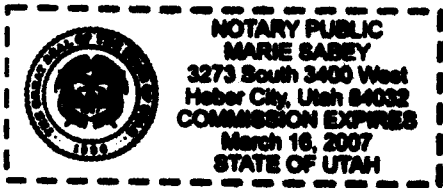
IN WITNESS WHEREOF, this Amendment was executed as of the day and year first above written.

ZERMATT RESORT L.L.C., a Utah Limited Liability Company

By: Robert L. Fuller  
Dr. Robert L. Fuller  
Its: Managing Member

STATE OF UTAH )  
COUNTY OF Wasatch ) : ss

On the 20th day of October, 2005, personally appeared before me Dr. Robert L. Fuller, who being by me duly sworn did say that he is the Managing Member of Zermatt Resort, L.L.C. a Utah limited liability company, and that the within and foregoing First Amendment to Declaration of Condominium for The Villas at Zermatt Resort was executed on behalf of said company by authority of its Operating Agreement



Marie Sabej  
NOTARY PUBLIC

Tax ID #5

Units included in Plat E

Unit #'s 1006 thru 1023

2006 thru 2023

3006 thru 3023

Total units = 51 in Plat E

Ent 290748 Bk 0797 Pg 0064

