

6791534

WHEN RECORDED RETURN TO:

Gary L. DeSeelhorst
Solitude Ski Corporation
12000 Big Cottonwood Canyon
Salt Lake City, Utah 84121

6791534
11/17/97 12:10 PM 35.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GARY L DESEELHORST
12000 BIG COTTONWOOD CYN
SLC UT 84121
REC BY:R FRESQUES ,DEPUTY - WI

SECOND AMENDMENT TO CONDOMINIUM DECLARATION

FOR CREEKSIDE AT SOLITUDE

This Second Amendment to Condominium Declaration is made effective as of the 8th day of November, 1997, by Solitude Ski Corporation, a Delaware corporation and successor in interest to Solitude Ski Resort Company, a Utah joint venture ("Declarant").

RECITALS:

- A. Declarant caused the Condominium Declaration For Creekside at Solitude (the "Declaration") to be recorded on December 21, 1995, as Entry No. 6241679 in Book 7295 at Page(s) 2370 *et seq.* of the Official Records of the Salt Lake County, Utah Recorder. Declarant recorded a First Amendment to the Declaration on January 22, 1996, as Entry No. 6261962 in Book 7313 at Page(s) 1973 *et seq.* of said Official Records.
- B. Declarant together with other "Members" as defined in the Declaration, currently owning sufficient Units subject to the Declaration to cast the 75% of Unit Owner votes necessary to amend the Declaration pursuant to Article XXI of the Declaration, and having received written notice and having duly voted at a regularly scheduled meeting of the Unit Owners

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attended by a quorum, have duly approved the Amendment to the Declaration set forth below.

- C. Declarant and such Members have voted to amend Section 1.07 of the Declaration as set forth herein.

NOW, THEREFORE, pursuant to Article XXI of the Declaration, the Declaration is hereby amended as follows:

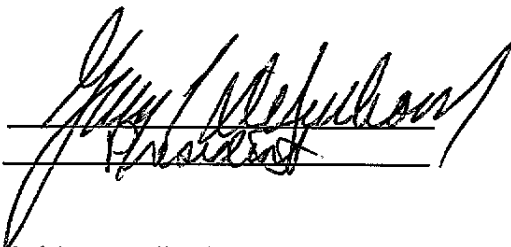
1. Section 1.07 of the Declaration is hereby amended and restated in its entirety as follows:

1.07: Declarant further reserves the right, for a period of fifteen (15) years following the recording of this Declaration, to unilaterally and without notice to or consent of the Owners or the Association, subject the Real Property and the Building to any master declaration establishing a common plan for the ownership of real property estates in the Real Property and adjacent property and/or to include the same in any master homeowners association to jointly administer and control the Comon Areas and Facilities along with similar areas and facilities on adjacent property comprising part of the Solitude Village. Declarant further reserves the right, for a period of fifteen (15) years following the recording of this Declaration, to unilaterally and without notice to or consent of the Owners or the Association, bind the Real Property and the Building to the utilization of the services of any Service Company, Service District or Improvement District or any entity or organization acting in a similar capacity, including Declarant, its affiliates, successors and assigns (hereinafter collectively referred to as a "Service Company"), established under any Master Declaration or otherwise for the purpose of providing utility service or quasi-utility services or similar common services to the Real Property and/or other adjacent or proximate parcels of property, and to include the charges and assessments under such Master Declaration or from such Service Company as a "Common Expense" as that term is defined below. Declarant reserves the right to unilaterally and without notice to or the consent of the Owners or the Association, change the specific location of the Right of Way Easement benefitting the Project and providing legal access over Declarant's adjacent property, upon Declarant recording a Notice of Termination of Right of Way Easement signed by Declarant, provided that such change and termination of the former easement shall not be effective unless Declarant shall have first recorded a permanent replacement Right of Way Easement which shall provide the Project with a permanent right of way providing legal ingress and egress for the benefit of the Project.

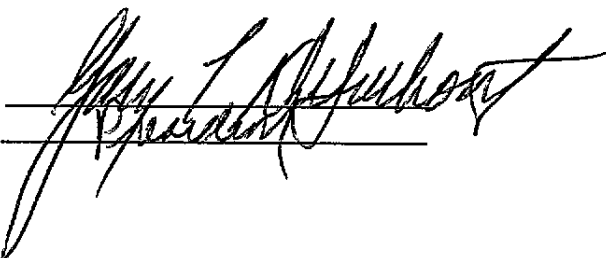
2. Solitude Ski Corporation, a Delaware corporation, is hereby designated as Declarant, and as successor Declarant pursuant to Section 8.02(b) of the Declaration.
3. The Board of Directors has executed this Second Amendment pursuant to Section 9.02(b) of the Declaration to acknowledge that the necessary number of Unit Owners approved this Second Amendment.
4. Except as amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment To Condominium Declaration to be executed on their behalf this 8th day of November, 1997.

Solitude Ski Corporation, a Delaware corporation, successor in interest to Solitude Ski Resort Company, a Utah joint venture, in its capacity as Declarant and as owner of more than 75% of the Units at Creekside at Solitude

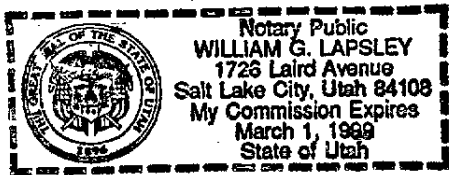
By: 
 Its: President

Creekside at Solitude Owners Association, a Utah nonprofit corporation, by its Board of Directors

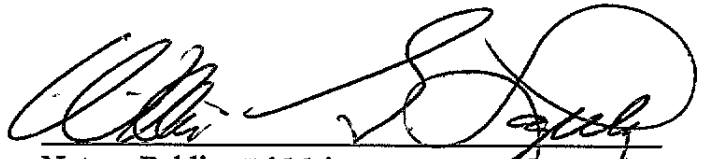
By: 
 Its: President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 10th day of November, 1997, personally appeared before me Gary L. DeSeelhorst, who, being by me first duly sworn, did declare that he is the President of SOLITUDE SKI CORPORATION, a Delaware corporation, and that he signed the foregoing instrument on behalf of and by authority of said corporation, and said corporation thereby executed the same.

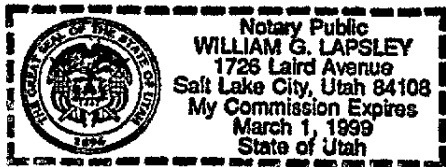


My Commission Expires:
March 1, 1999



Notary Public William G. Lapsley
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 10th day of November, 1997, personally appeared before me Gary L. DeSeelhorst, the President of the Board of Directors of Creekside at Solitude Owners Association, a Utah nonprofit corporation, who acknowledged to me that (s)he executed the foregoing instrument on behalf of said entity.



My Commission Expires:
March 1, 1999


Notary Public William G. Lapsley
Residing at: Salt Lake City, Utah