


WHEN RECORDED RETURN TO:
Donna Van Buren
GREATER PARK CITY PROPERTIES
P. O. Box 980845
Park City, UT 84098
(435) 649-5351

ENTRY NO. 00936783
12/29/2011 12:49:16 PM B: 2110 P: 0379
Declaration PAGE 1/4
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 28.00 BY FROSTWOOD MASTER OWNERS ASSOCIATION



**SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
FROSTWOOD, A PLANNED COMMUNITY**

This Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions for Frostwood, a Planned Community (the "Amendment") is executed by The Frostwood Master Owners Association, Inc., of P. O. Box 980845, Park City, UT 84098 (the "Master Association").

RECITALS

A. The Master Declaration of Covenants, Conditions, Easements and Restrictions for Frostwood, a Planned Community was recorded in the office of the County Recorder of Summit County, Utah on September 18, 2000 as Entry No. 00573073 in Book 1334 at Page 160 of the official records and was amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions for Frostwood, a Planned Community, recorded in the office of the County Recorder of Summit County, Utah on December 22, 2006 as Entry No. 00799598 in Book 1837 at Page 1297 of the official records (together, the "Declaration").

B. This document affects the real property located in Summit County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the Owners thereof, the Master Association hereby executes this Amendment for and on behalf of and for the benefit of all of the Owners.

1. Article X, Section 10.4 of the Declaration is hereby deleted and replaced with the following:

10.4 Priority of Assessment Lien. The Assessment Lien provided for herein shall be prior and superior to any Mortgage on a Parcel and/or any Lot, Unit, Residential Structure or Improvement, or part thereof or interest therein (collectively "Liened Property"). The Assessment Lien shall be

subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, security interests, liens or encumbrances which hereafter in any manner may arise or be imposed upon a Liened Property. Sale or transfer of any Liened Property, including all voluntary and involuntary sales, deeds-in-lieu of foreclosure, mortgage foreclosures, trustee's sales, sheriff's sales, etc., shall not extinguish or otherwise adversely affect the Assessment Lien and the grantee thereof shall be jointly and severally liable with the grantor for and shall take such property subject to all Annual and Special Assessments, Frostwood Lift Impact Fees, Maintenance Charges and the Assessment Lien therefor then outstanding and accruing subsequent to the date thereof, that is by way of illustration but not limitation the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

2. Article XIX, Section 19.3 of the Declaration is hereby deleted and replaced with the following:

19.3 Priority of Lien. The Assessment Lien or claim against a Liened Property (as defined in Section 10.4), for unpaid Assessments or charges levied by the Master Association pursuant to this Master Declaration shall be prior to any Mortgage, including the First Mortgage, affecting such Liened Property, and any person who comes into possession thereof or who obtains title thereto shall take the same subject to such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or taking of a Deed or assignment in lieu of foreclosure or other such document of conveyance, and the grantee thereof shall be jointly and severally liable with the grantor. The provisions of this Section 19.3 shall be in addition to the rights of the Master Association under Section 10.4.

3. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Second Amendment, the latter shall in all respects govern and control.

4. In the event that any provision of the Canyons Resort Village Management Agreement, recorded in the office of the County Recorder of Summit County, Utah on December 15, 1999 as Entry No. 00555285 in Book 1300 at Page 1 of the official records, as amended as of the dates of this Second Amendment, ("RVMA Master Declaration") precludes, prohibits or is in conflict, inconsistent or incongruent with any provision of this Second Amendment, then the provisions of the RVMA Master Declaration shall in all respects govern and control. Furthermore, in lieu of each such precluded or prohibited provision, there will be added automatically, as a part of this Second Amendment, a provision as similar in terms to such precluded or prohibited provision as may be possible to make such precluded or prohibited provision of this Second Amendment, consistent, not in conflict and congruent with the RVMA Master Declaration.

5. If any provision of this Second Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Second Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Second Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Second Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Second Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid and enforceable.

6. The effective date of this Second Amendment is the date it is recorded in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument the 20 day of December, 2011.

THE FROSTWOOD MASTER OWNERS ASSOCIATION, INC.

By: [Signature]
Name: PATRICIA A WINTERER
Title: President Agent for HOA

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 20th day of December, 2011 by Patricia Winterer, the President of The Frostwood Master Owners Association, Inc. and said Agent duly acknowledged to me that said Association executed the same.

[Signature]
NOTARY PUBLIC

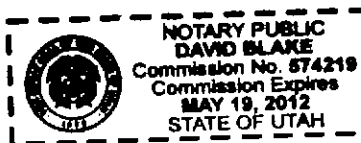


EXHIBIT "A"

Frostwood Real Property

All of that certain real property situated in the County of Summit, State of Utah, as shown on the official Master Development Plat of Frostwood, a Planned Community, recorded as of the even date herewith in the Official Records of Summit County, Utah and being more particularly described as follows:

Beginning at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along the West line of said Section 31, North 00°00'55" East 2103.17 feet to the True point of beginning; (basis of bearing being North 00°00'55" East 2639.29 feet between the Southwest Corner of said Section 31 and the West Quarter Corner of said Section 31); thence North 89°27'00" West 1337.92 feet to the West line of the Northeast quarter of the Southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian; thence along said West line North 00°06'06" West 540.19 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 36; thence North 00°06'36" West 1354.90 feet to the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 36; thence along the North line of the Southeast quarter of the Northeast quarter of said Section 36, South 88°57'12" East 1341.75 feet to the boundary line of Willow Draw Plat "B" Subdivision on the file and of record in the office of the Summit County Recorder; Thence along said Willow Draw Plat "B" Subdivision boundary South 00°00'06" East 74.06 feet; thence South 89°30'00" East 263.88 feet; thence South 61°04'36" East 187.87 feet; thence South 41°58'44" West 60.00 feet; thence South 68°49'08" East 210.07 feet to the Westerly line of the Willow Draw Plat "E" Subdivision on file and of record in the office of the Summit County Recorder; thence leaving said Willow Draw Plat "B" and continuing along said Willow Draw Plat "E" and along Willow Draw Plat "F" on file and of record in the office of the Summit County Recorder, South 1240.08 feet; thence leaving said Willow Draw Plat "F" Subdivision West 584.06 feet to the West line of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along said West line of Section 31 South 00°00'55" West 356.61 feet to the point of beginning.

Containing 76.73 acres more or less.

Parcels

~~FRSTW - A~~

~~FRSTW - B~~

FRSTW - F1

FRSTW - F2 A

FRSTW - F2-B (FER)...

FRSTW - F2-B (PLU)

FRSTW - F2-B (PWA)

FRSTW - F2-C

FRSTW F3-A

~~FRSTW~~

~~FRSTW~~

FRSTW - F3-B

FRSTW - F4

FRSTW - F5

FRSTW - F6

FRSTW - F7

FRSTW - F8