

PO. 2807
Park City UT
84060

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF NORDIC VILLAGE
A PLANNED UNIT DEVELOPMENT

THIS DOCUMENT MADE AND EXECUTED this the 15th day
of MAY, 1998, by its authorized officers of
NORDIC VILLAGE, A PLANNED UNIT DEVELOPMENT, hereafter
referred to as "The Association";

RECITALS

Entry No.	507062
5-29-98	
REQUEST OF	Judith E. Crum
FEE	ALAN BRIGGS, SUMMIT CO. RECORDER
\$ 26.00	By <u>James D. [Signature]</u>
RECORDED	5-15-98 at 15:10 P.M.

A. The Declaration of Covenants, Conditions and
Restrictions of Nordic Village dated June 9, 1987 was
recorded as Entry No. 272638 in Book 434 beginning at Page
248 of the Official Records of Summit County, State of Utah
(hereinafter referred to as "the CC&Rs) instituted and set up
the Nordic Village Homeowners Association (hereinafter
referred to as "the Association").

B. It has become advantageous to the Association to
amend the CC&Rs by recordation of these Amendments which have
received the consent of the Association by presentation at a
properly noticed and attended meeting. The required votes
for amending the CC&Rs pursuant to Article IX, Section 3 of
the respective CC&Rs, as heretofore referenced, were received
at meeting which was held on August 2, 1997. The
signature of the President of the Association on this
document signifies and attests to the propriety of that

meeting and that receipt of the appropriately required number of votes for execution and recordation the amended document.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Association that the Declaration of Covenants, Conditions, and Restrictions of Nordic Village, A Planned Unit Development, are amended as follows:

1. MEMBERSHIP AND VOTING RIGHTS: Class B memberships of the Association are herein converted to Class A memberships in accordance with Article III, Section 2 Hereafter, references to Class B memberships are deleted as moot.

2. ASSESSMENTS: Article V ASSESSMENTS is amended and shall read as follows:

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association monthly and the special assessment as set by the Board of Directors and described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents and of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes, and insurance on the roads

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and Common Areas; maintenance, repair, and improvement of the roads/Common Areas and their landscaping; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the roads/Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation or Bylaws.

3. Monthly Assessment. As of the date set under Section 7 of this Article, each Lot shall be subject to an Monthly Assessment. The Annual Assessment may be collected once a year or at periodic intervals as established by the Board of Directors by Resolution. Written notice setting forth the purpose of any meeting of the Association to set the amount of monthly assessments shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members of the Association may from time to time set the maximum amount of monthly assessment and give the Board of Directors of the Association the right to set the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part; (i) any expense or expenses not reasonably capable of being fully paid with funds generated monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property. Any such special assessment must be assented to by sixty percent (60%) of the votes of Members present in person or represented by proxy are entitled to cast their vote at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform and equal rate for all Lots.

7. **Monthly Assessment Due Dates.** The monthly assessments provided for herein shall be due as to all Lots on the first day of the second month following the start of the fiscal year and the first day of each month thereafter. The Association shall give each Owner written notice of the amount and date of first due date of the assessment. The Association by a vote of its Board of Directors shall have the power to waive the collection of the monthly assessment on a monthly basis and require its collection on a quarterly basis due (in the aggregate three month amount) on the first day of each calendar quarter, or on a semi-annual basis (in the aggregate six month amount) on the first day of each July, or on an annual basis (in the aggregate annual amount) due on the first day of the second month following the start of the fiscal year. The Association shall give each Owner written notice of the amount due and the terms/conditions of delinquency.

8. **Certificate Regarding Payment.** Upon the request of any Owner or prospective purchaser or encumbrance of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all Persons who in good faith rely thereon.

9. **Effect of Non Payment - Remedies.** Any assessment not paid when due, together with the hereinafter provided for interest and costs of collection, shall be, constitute, and remain a continuing lien on the Lot from the due date thereof. The Association shall record the notice of lien in the public records of Summit County and if the items are not paid may proceed to foreclose the lien in the same manner allowed by the laws of the State of Utah for Trust Deeds. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs and each and every other expense incurred by the Association in enforcing its rights.

4. OPERATION AND MAINTENANCE Article VI Section 3.
Insurance is amended and shall read as follows:

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3. Insurance.

A. The Owner shall secure and at all times maintain the following insurance coverage:

(i) A Policy or policies of fire and casualty insurance with extended coverage endorsement, for one hundred percent (100%) of the insurable value (based on current replacement cost) of the Living Unit and improvements existing on the Lot.

(ii) A policy or policies insuring the Owner against any liability incident to the ownership, use, or operation of the Lot which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for Property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

B. The Association shall secure and at all times maintain the following insurance coverage for the Common Areas:

(i) A Policy or policies of fire and casualty insurance with extended coverage endorsement, for one hundred percent (100%) of the insurable value (based on current replacement cost) of the improvements existing on any Lot within the Common Area;

(ii) A policy or policies insuring the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Area which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for Property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(a) Certificates evidencing said insurance shall be issued to Owners and Mortgagees who make request there or.

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(b) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(c) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(d) Each policy of insurance obtained by the Association shall provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without prior written demand that the defect be cured; that it cannot be canceled, suspended or invalidated without ten (10) days advance written notice to all who have been issued certificates of insurance under the policy.

(e) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

5. USE RESTRICTIONS Article VII is amended and shall read as follows:

1. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas unless approved by a unanimous vote by the Board of Directors. Each Member shall be liable to the Association for any damage to or destruction of any part of the Common Areas caused, directly or indirectly, by the negligent, willful, or malicious act or omission of such Member or of any of Member's family, guests, lessees, servants or others who use the Common Areas with such Member's permission, whether express or implied.

2. **Use of Lots and Living Units.** All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No time-share use of any Living

Unit or Lot shall be permitted. However, nightly rentals of Living Units by their Owners shall be permissible, subject to such rules and regulations as the City and the Association may promulgate from time to time. No Lot or Living Unit shall be used, occupied, or altered so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance required hereunder. Ownership of any Lot may not be shared by more than ten (10) persons, including corporations, partnerships or other entities.

3. Recreational Vehicles. No boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the visible areas of the Lots or upon the Common Areas, except in such portions of the Common Areas as the Association may specify, and subject to such rules and regulations as the Association may from time to time promulgate.

4. Pets. No animals other than small household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Living Unit, it shall be either on a leash or in a cage.

5. Parking. Each Lot shall have constructed on it two covered parking spaces at the time the Living Unit is constructed and sufficient driveway to insure overnight parking of vehicles on the Common Area does not occur.)

6. Keetley Road. THE PLAT SHOWS PROPERTY LABELED KEETLEY ROAD AND KEETLEY ROAD CORRIDOR. THERE PRESENTLY EXISTS THEREON KEETLEY ROAD A NON-SURFACED ROADWAY. THE DEVELOPER RESERVES THE RIGHT TO CONSTRUCT THEREON OR HAVE CONSTRUCTED THEREON A SURFACED HIGH TRAFFIC HIGHWAY AS ACCESS TO OTHER PROPERTIES, AND ALSO RESERVES THE RIGHT TO DEDICATE SUCH HIGHWAY TO GOVERNMENTAL AUTHORITIES BY DOCUMENT REQUIRING NO OTHER SIGNATURE THAN DEVELOPER'S.

7. Exception for Developer is hereby deleted as moot and no longer applicable.

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This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF NORDIC VILLAGE, A PLANNED UNIT
DEVELOPMENT executed this the 15th day of MAY
1998.

NORDIC VILLAGE HOMEOWNERS ASSOCIATION

By: Robert A. Jurgens
Robert A. Jurgens
President, Nordic Village Homeowners
Association

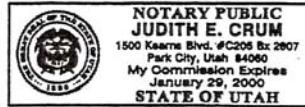
By: Janet S. Armstrong
Member of Board of Directors,
Nordic Village Homeowners
Association

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On this 15th day of MAY, 1998, personally appeared Robert A. Jurgens, who being by me duly sworn, did say that he is President of Nordic Village Homeowners Association and that the foregoing FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NORDIC VILLAGE, A PLANNED UNIT DEVELOPMENT, was signed with authority and on behalf of said Association by authority and he certifies that the vote required by Article IX Miscellaneous : Section 3 : Amendment has occurred.

Judith E. Crum
NOTARY PUBLIC
Residing at: 1500 Kearn Blvd
Park City, UT 84060

My Commission Expires:
1-29-2000



STATE OF UTAH

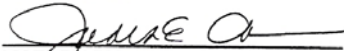
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COUNTY OF SUMMIT

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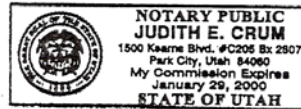
ss.

On this 15th day of MAY, 1998, personally appeared JANET S ARMSTRONG who being by me duly sworn, did say that (s)he is a Member of Nordic Village Homeowners Association Board of Directors and that the foregoing FIRST AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF NORDIC VILLAGE, A PLANNED UNIT DEVELOPMENT, was signed with authority and on behalf of said Association by authority and (s)he certifies that the vote required by Article IX Miscellaneous : Section 3 : Amendment has occurred.


 NOTARY PUBLIC
 Residing at: 1500 KEARNS BLVD
PARK CITY, UT 84060

My Commission Expires:

1-29-2000



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