Entry No. 125686 Book M63
RECORDED 1-15-75 at 3:10 P.M. 339-412
REQUEST of Summit County Title
FEE WANDA W. SEE, RECORDER, SUMMIT COUNTY, UTAH
$ 7.20 By Wanda W. Spangler
INDEXED & A ABSTRACT

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 341

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
J. Warren King
President

ATTEST:

_____
Executive Vice-President

BOOK M63 PAGE 342

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

_____
Larry B. Atkinson

_____
Dean E. Conder

_____
Byron P. Dixon

_____
Richard D. Movitz

POLGAR COMPANY, a Partnership

By _____
General Partner

_____
Melvin Teerlink

_____
O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

By _____
President

_____
Arthur D. Monty

_____
Morde Lupatkin

_____
Jack A. Scott

_____
Louis R Criscione

BOOK M63 PAGE 343

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

~~Assistant Cashier~~
Vice President

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
January 11, 1978

Notary Public
Residing at: Park City, Utah

BOOK M63 PAGE 344

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

On the 10 day of October, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

Jane Roberts
Notary Public

My Commission Expires:
April 9, 1977

Residing at Salt Lake City, Utah

STATE OF ~~CALIFORNIA~~ Utah)
: ss.
COUNTY OF Summit)

On the 11th day of October, 1974, personally appeared before me W. Scott Hoza, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W. Scott Hoza duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Sharon J. Fleck
Notary Public

My Commission Expires:
February 11, 1978

Residing at: Park City, Utah

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

BOOK M63 PAGE 345

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____ _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____ _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public

_____ Residing at:

BOOK M63 PAGE 346

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

On the 13th day of January, 1975, personally appeared before me Norval H. Lambert, who, being by me duly sworn, did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, N. A., and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Norval H. Lambert duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

8-14-78

Notary Public

Residing at Salt Lake City, Utah

STATE OF Utah)
: ss.
COUNTY OF Summit)

On the 9th day of October, 1974, personally appeared before me Robert B. Shaw Jr, who, being by me duly sworn, did say that he is a General Partner of POLGAR COMPANY, a partnership, and acknowledged to me that the above and foregoing Third Amendment to Condominium Declaration was signed on behalf of said partnership by such General Partner.

My Commission Expires:

February 11, 1978

Sharon J. Fluck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE 347

EXHIBIT A

The following is the local description for the Park Avenue Condominiums, Park City, Summit County, Utah:

Beginning at a point South 341.75 feet and East 21.85 feet from the West quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 17° 36' 08" East 107.05 feet to the Westerly Right-of-Way line of State Highway U-224, said point being on a curve to the Left the radius point of which is North 17° 36' 08" East 623.70 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 219.85 feet to a point of a reverse curve to the Right the radius point of which is South 9° 03' 03" West 400.74 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 325.92 feet to a point of tangency; thence South 34° 21' 02" East along said Right-of-Way line 113.30 feet to a point of a 5689.58 foot radius curve to the Right; thence Southerly along the arc of said curve and said Right-of-Way line 1027.77 feet to a point of tangency; thence South 24° 00' East along said Right-of-Way line 53.18 feet, thence South 66° 00' West 290.00 feet; thence South 43° 30' West 74.38 feet: thence North 88° 30' West 143.39 feet; thence North 34° 00' West 290.00 feet; thence North 11° 00' West 587.45 feet; thence North 37° 15' West 610.00 feet to the point of beginning.

Contains 14.315 acres.

EXHIBIT B

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
J. Warren King
President

BOOK M63 PAGE 352

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

_____
Larry B. Atkinson

_____
Byron P. Dixon

POLGAR COMPANY, a Partnership

By _____
General Partner

AVIATION SERVICE & SUPPORT CORP.

By _____
President

_____
Jack A. Scott

_____
Dean E. Conder

_____
Richard D. Movitz

_____
Melvin Teerlink

_____
O. E. Grua

Arthur D. Monty

_____
Morde Lupatkin

_____
Louis R Criscione

BOOK M63 PAGE353

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SHARON J. FLECK
NOTARY PUBLIC
STATE OF UTAH

My Commission Expires:
February 11, 1978

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the 14th day of OCTOBER, 1974, personally appeared before me Arthur D. Grant, one of the signers

BOOK M63 PAGE 355

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

Bessie H Simkes
Notary Public

My Commission Expires:

July 10, 1979

Residing at:
350 Pearl Street
Manchester, N.H.

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

BOOK M63 PAGE 356

EXHIBIT C

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE 358

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST: _____

BOOK M63 PAGE360

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE361

ZIFF DAVIS PUBLISHING CO.

By _____
President

_____
James M. Hawkins

_____
Michael J. Rokoff

_____
Hans Peter Rohr

_____
Everett R. Lerwick

_____
Arthur Q. Davis

_____
Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

BOOK M63 PAGE 362

Sharon J. Duck
Notary Public.

My Commission Expires:
January 11, 1978

Residing at: Park City, Utah

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public

_____
Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____
Notary Public

_____
Residing at:

BOOK M63 PAGE 363

STATE OF)
: ss.
COUNTY OF)

On the 1 day of Nov, 1974, personally appeared before me D E Dunn, one of the signers

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

Aug. 29, 1977

Notary Public

Residing at: Ogden Utah

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

BOOK M63 PAGE 364

EXHIBIT D

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
Warren King
President

ATTEST:

_____

BOOK M63 PAGE368

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

_____
Larry B. Atkinson

_____
Dean E. Conder

_____
Byron P. Dixon

_____
Richard D. Movitz

POLGAR COMPANY, a Partnership

_____
Melvin Teerlink

By _____
General Partner

_____
O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

_____
Arthur D. Monty

By _____
President

_____
Morde Lupatkin

_____
Jack A. Scott

_____
Louis R Criscione

BOOK M63 PAGE369

ZIFF DAVIS PUBLISHING CO.

By _____
President

_____
James M. Hawkins

_____
Michael J. Rokoff

_____
Hans Peter Rohr

_____
Everett R. Lerwick

_____
Arthur Q. Davis

X Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SHARON J. FLUCK NOTARY PUBLIC STATE OF UTAH

My Commission Expires:
February 11, 1978

Sharon J. Fluck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE370

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public

_____
Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____
Notary Public

_____
Residing at:

STATE OF New Jersey)
: ss.
COUNTY OF Essex)

X

On the 10th day of October, 1974, personally appeared before me Arthur R. Schmuck, one of the signers

BOOK M63 PAGE371

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

VILMA C. KRAEMER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 16, 1978

Vilma C. Kraemer
Notary Public

Residing at:

VILMA C. KRAEMER NOTARY PUBLIC NEW JERSEY

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

BOOK M63 PAGE372

EXHIBIT E

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE 374

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE375

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST:

BOOK M63 PAGE376

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a
division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

Larry B. Atkinson

Byron P. Dixon

POLGAR COMPANY, a Partnership

By _____
General Partner

AVIATION SERVICE & SUPPORT CORP.

By _____
President

Jack A. Scott

Dean E. Conder

Richard D. Movitz

Melvin Teerlink

O. E. Grua

Arthur D. Monty

Morde Lupatkin

Louis R Criscione

BOOK M63 PAGE377

ZIFF DAVIS PUBLISHING CO.

By _____
President

_____
James M. Hawkins

_____
Michael J. Rokoff

_____
Hans Peter Rohr

_____
Everett R. Lerwick

_____
Arthur Q. Davis

_____
Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SHARON J. FLECK NOTARY PUBLIC STATE OF UTAH

My Commission Expires:
February 11, 1978

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE378

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On the 8 day of November, 1974, personally appeared before me Richard D. Mouritz, one of the signers

BOOK M63 PAGE 379

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

11-20-74

Notary Public

Residing at: Salt Lake City, Utah

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____ _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____ _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

BOOK M63 PAGE 380

EXHIBIT F

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE382

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST:

_____

BOOK M63 PAGE 384

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE385

ZIFF DAVIS PUBLISHING CO.

James M. Hawkins

By _____
President

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
February 11, 1978

Sharon J. Black
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE 386

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

_____

_____
Notary Public

Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

STATE OF New York)
: ss.
COUNTY OF Westchester)

On the 16th day of October, 1974, personally appeared before me Louis Criscione, one of the signers

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

Sheldon M Goodman
Notary Public

My Commission Expires:

March 30, 1976

Residing at: 71 Mill Road
Eastchester, New York 10707

SHELDON M. GOODMAN
Notary Public, State of New York
No. 60 6593025
Qualified in Westchester County
Term Expires March 30, 1976

STATE OF New York)
: ss.
COUNTY OF Westchester)

On the 14 day of OCTOBER, 1974, personally appeared before me MORDE LUPATKIN and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

Sheldon M Goodman
Notary Public

My Commission Expires:

March 30, 1976

Residing at: 71 Mill Road
Eastchester, New York, 10707

SHELDON M. GOODMAN
Notary Public, State of New York
No. 60-6593025
Qualified in Westchester County
Term Expires March 30, 1976

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

_____
Notary Public

Residing at:

BOOK M63 PAGE388

EXHIBIT G

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE390

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE391

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST:

_____

BOOK M63 PAGE392

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE393

ZIFF DAVIS PUBLISHING CO.

By _____
President

James M. Hawkins

Michael J. Rokoff

Hans Peter Rohr

Everett R. Lerwick

Arthur Q. Davis

Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
[illegible] 11, 1978

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE394

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF LOUISIANA)
PARISH : ss.
~~COUNTY~~ OF ORLEANS)

On the 11th day of October, 1974, personally appeared before me ARTHUR Q. DAVIS, one of the signers

BOOK M63 PAGE395

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires:

AT MY DEATH

Notary Public
J. WILLIAM VAUDRY, JR.
Residing at:

7012 Jeannette
New Orleans, Louisiana 70118

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires:

_____

Notary Public

Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the President of _____, a _____ corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

_____

Notary Public

Residing at:

BOOK M63 PAGE396

EXHIBIT H

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 30th day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

BOOK M63 PAGE 398

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST:

_____

BOOK M63 PAGE 400

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

By _____
Second Vice President

ATTEST:

_____
Assistant Secretary

Purchasers

Larry B. Atkinson

Dean E. Conder

Byron P. Dixon

Richard D. Movitz

POLGAR COMPANY, a Partnership

Melvin Teerlink

By _____
General Partner

O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

Arthur D. Monty

By _____
President

Morde Lupatkin

Jack A. Scott

Louis R Criscione

BOOK M63 PAGE 401

ZIFF DAVIS PUBLISHING CO.

By _____
Senior Vice President

_____
James M. Hawkins

_____
Michael J. Rokoff

_____
Hans Peter Rohr

_____
Everett R. Lerwick

_____
Arthur Q. Davis

_____
Arthur R. Schmauder

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
February 11, 1978

Sharon J. Bleck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE 402

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public

_____
Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____
Notary Public

_____
Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

BOOK M63 PAGE 403

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the 4th day of December, 1974, personally appeared before me Philip Sine Sr. V.P., who, being by me duly sworn, did say that he is the President of Ziff-Davis Publishing Co., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Philip Sine duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Paul E. Saunders
Notary Public

My Commission Expires:

3-30-75

Residing at:

PAUL E. SAUNDERS
Notary Public, State of New York
No. 31-3460730
Qualified in New York County
Commission Expires March 30, 1975

BOOK M63 PAGE 404

EXHIBIT I

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

FOR

PARK AVENUE CONDOMINIUMS

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION, executed this 3rd day of September, 1974, by TREASURE MOUNTAIN CORPORATION, a Utah corporation (hereinafter designated "Declarant"), DENIS R. MORRILL (hereinafter designated "Morrill"), WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation (hereinafter designated "Western"), the parties who execute counterpart copies hereof as Purchasers (hereinafter designated "Purchasers") and FIRST SECURITY BANK OF UTAH, N. A. (hereinafter designated "First Security"),

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration for Park Avenue Condominiums dated June 1, 1973, and recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 119741 in Book M47, Pages 543 to 570 (hereinafter designated the "Declaration"); and

WHEREAS, Declarant executed and delivered a certain Trust Deed dated June 7, 1973, from Declarant, as "Trustor," to Morrill, as "Trustee," wherein Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation (hereinafter designated "Western-California"), was designated as "Beneficiary"; and

WHEREAS, Declarant, Morrill and Western-California executed a certain Amendment to Condominium Declaration for

Park Avenue Condominiums dated August 14, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120866 in Book M50, Pages 333 to 336 (hereinafter designated the "First Amendment"); and

WHEREAS, Declarant, Morrill and Western-California executed a certain Second Amendment to Condominium Declaration for Park Avenue Condominiums dated September 19, 1973, recorded in the office of the County Recorder of Summit County, State of Utah, as Entry No. 120932 in Book M50, Pages 471 to 479 (hereinafter designated the "Second Amendment"); and

WHEREAS, Unionamerica, Inc., a California corporation, was merged into and with Unionamerica, Inc., a Delaware corporation, and Western thereby succeeded to all of the rights, title and interest of Western Mortgage Corporation, a division of Unionamerica, Inc., a California corporation, into and arising under the aforesaid Trust Deed; and

WHEREAS, Purchasers have purchased or agreed to purchase and Declarant has sold or agreed to sell to such Purchasers certain Condominium Units in the Project; and

WHEREAS, either Western or Western-California has loaned or agreed to loan to various Purchasers certain amounts, repayment of which is secured by trust deeds covering a Condominium Unit or Condominium Units in the Project, the interests of the Beneficiary under which are owned by Western; and

WHEREAS, First Security has loaned to one of the Purchasers certain amounts the repayment of which is secured by a trust deed covering Condominium Unit No. 56 in the Project; and

WHEREAS, it is the desire of the parties hereto to amend the Declaration, as amended by the First Amendment and the Second Amendment, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, the parties hereto, as owners of all of the right, title and interest in and to all property which is the subject of the above described Declaration, as heretofore amended, and is included in the Project, hereby agree as follows:

1. Section 9.3 of the Declaration is hereby amended so as to delete said Section 9.3 as it presently appears and to substitute therefor the following:

> 9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the renting or leasing of a portion or all of a Unit from time to time, to be used for residential living purposes, either permanent, temporary or on a nightly rental basis.

2. The Declaration, as amended by the First Amendment, is hereby amended so as to delete in its entirety Section 9.21 thereof, which was inserted by the First Amendment.

3. Section 15.1 of the Declaration is hereby amended so as to delete said Section 15.1 as it presently appears and to substitute therefor the following:

> 15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing

BOOK M63 PAGE 407

an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 75% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

4. This Third Amendment to Condominium Declaration may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

5. All terms defined in the Declaration, as amended by the Second Amendment, shall have the defined meaning when used herein.

6. This Third Amendment to Condominium Declaration shall not be deemed to amend or modify the Declaration, as amended by the First Amendment and the Second Amendment, except as herein specifically provided. The Declaration, as amended by the First Amendment and the Second Amendment, and as further amended hereby, shall be and remain in full force and effect.

Declarant

TREASURE MOUNTAIN CORPORATION

By _____
President

ATTEST:

BOOK M63 PAGE 408

Morrill

Denis R. Morrill

Western

WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc.

ATTEST:

By _____
Second Vice President

_____
Assistant Secretary

Purchasers

_____
Larry B. Atkinson

_____
Dean E. Conder

_____
Byron P. Dixon

_____
Richard D. Movitz

POLGAR COMPANY, a Partnership

_____
Melvin Teerlink

By _____
General Partner

_____
O. E. Grua

AVIATION SERVICE & SUPPORT CORP.

By Robert J. Romberg
President

_____
Arthur D. Monty

_____
Morde Lupatkin

_____
Jack A. Scott

_____
Louis R Criscione

BOOK M63 PAGE 409

ZIFF DAVIS PUBLISHING CO.

By _____
President

_____
James M. Hawkins

_____
Michael J. Rokoff

_____
Everett R. Lerwick

_____
Arthur R. Schmauder

_____
Hans Peter Rohr

_____
Arthur Q. Davis

First Security

FIRST SECURITY BANK OF UTAH, N. A.

By _____
Vice President

ATTEST:

_____
Assistant Cashier

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 4th day of October, 1974, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:
February 11 1978

Sharon J. Fleck
Notary Public

Residing at: Park City, Utah

BOOK M63 PAGE 410

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

On the _____ day of _____, 1974, personally appeared before me DENIS R. MORRILL, one of the signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public

_____
Residing at Salt Lake City, Utah

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, who, being by me duly sworn, did say that he is the Second Vice President of WESTERN MORTGAGE CORPORATION, a division of Unionamerica, Inc., a Delaware corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____
Notary Public

_____
Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____, one of the signers

BOOK M63 PAGE 411

of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that he executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

STATE OF)
: ss.
COUNTY OF)

On the _____ day of _____, 1974, personally appeared before me _____ and _____, signers of the foregoing Third Amendment to Condominium Declaration, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public

_____ Residing at:

X STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On the 18th day of October, 1974, personally appeared before me Robert J. Romberg, who, being by me duly sworn, did say that he is the President of Aviation Service and Support, Corp., a California corporation, and that the within and foregoing Third Amendment to Condominium Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

BOOK M63 PAGE 412

My Commission Expires: X Remedios Fe Davis Notary Public

June 29, 1976 Residing at: 515 Palos Verdes Dr. West Palos Verdes Est. Calif.

OFFICIAL SEAL
Remedios Fe Davis
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 29, 1976