

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED BY-LAWS
OF
NORTHSTAR HOMEOWNERS ASSOCIATION A NON-
PROFIT CORPORATION**

Article III, Section 1 is amended and restated in its entirety to read as follows:

"Section 1. Annual Meeting. The annual meeting of the members shall be held in the month of December in each year annually at a time and place determined by the Governing Board for the purpose of electing Trustees and the Architectural Committee and for the transaction of such other business as may come before the meeting. The specific date and time within December is to shall be set by the Governing Board. If the election of the Trustees shall not be held at any annual meeting of the members, or at any adjournment hereof, the Governing Board shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be."

Article III, Section 2 is amended and restated in its entirety to read as follows:

"Section 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or and by the Governing Board, or shall be called by the President at the request of the members who are entitled to cast not less than 1/4 of all votes permitted by the Articles of Incorporation."

Article III, Section 4 is amended and restated in its entirety to read as follows:

ARTICLE III. MEMBERS

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, personally, by U.S. mail or by e-mail or such other electronic means which is able to provide evidence of delivery, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership records of the corporation, with postage thereon prepaid.

Article IV, Section 5 is amended and restated in its entirety to read as follows:

ARTICLE IV. GOVERNING BOARD

Section 5. Notice. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each Trustee at his business address, or by telegram, personally, by U.S. Mail to each Trustee at his business address, by telegram, or by e-mail or such other electronic means which is able to provide evidence of delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Governing Board need be specified in the notice or of waiver of notice of such meeting.

Article VII, Section 3 is amended and restated in its entirety to read as follows:

[By-Laws only go to ARTICLE V. OFFICERS, see Cov 5.3 below - NOT PO BY-LAWS]

"Section 3. Annual Assessment. The amount of the annual assessment for 1997 is \$500.00 per Lot. The amount of the annual assessment for succeeding years shall be set by the Governing Board based upon the financial status of the Association and an expectation of expenses for the ensuing calendar year. However, in no year shall the Governing Board set the annual assessment at an amount greater than 120 percent of the amount (maximum annual assessment) for the year immediately preceding the year for which the assessment is being set. At no time shall the Governing Board set the annual assessment above \$1,500.00 (assessment cap). The annual assessment may be increased above said maximum annual assessment or assessment cap by an affirmative vote of 2/3 of the votes cast at the annual meeting or special meeting duly called for this purpose."

Article VII 2, Section 4 is amended and restated in its entirety to read as follows:

[By-Laws only go to ARTICLE V. OFFICERS, see Cov 5.4 below - NOT PO BY-LAWS]

Section 4. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any paved street located within the Subdivision not maintained by the City, upon an affirmative vote of 2/3 of all Association members."

**SECOND AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR THE NORTHSTAR
SUBDIVISION**

Section 5.3 is amended and restated in its entirety to read as follows:

"Section 5.3 Annual Assessment. The amount of the annual assessment for 1997 is \$500.00 per Lot. The amount of the annual assessment for succeeding years shall be set by the Governing Board based upon the financial status of the Association and an expectation of expenses for the ensuing calendar year. However, in no year shall the Governing Board set the annual assessment at an amount greater than 120 percent of the amount (maximum annual assessment) for the year immediately preceding the year for which the assessment is being set. At no time shall the Governing Board set the annual assessment above ~~\$1,500.00~~ \$1,500.00 (assessment cap). The annual assessment may be increased above said maximum annual assessment or assessment cap by an affirmative vote of 2/3 of the votes which Association members are entitled to cast at the annual meeting or special meeting duly called for this purpose. purpose.

Section 5.4 is amended and restated in its entirety to read as follows:

"Section 5.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any paved street located within the Subdivision not maintained by the City, upon an affirmative vote of 2/3 of the votes which Association members are entitled to cast at a special meeting duly called for this purpose. all Association members."

Section 6.2 is amended and restated in its entirety to read as follows:

"Section 6.2 Approval by Architectural Committee. No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, building pads, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs, and walks shall ever be erected, altered or permitted to remain on any Subdivision Lot or Property, nor shall any excavating, alteration of any stream, clearing, removal of trees, or shrubs, or landscaping be done on any Subdivision Lot or Property, unless the complete plans and specifications therefor therefore are approved by the Architectural Committee prior to the commencement of such work. A fee of \$50.00. An architectural review fee shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements in an amount the Architectural Committee shall set from time to time. Any improvements to be done after the initial improvements costing less than \$500 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50 shall not be required, and be subject to an architectural review fee. The Architectural Committee shall consider the materials to be used on the exterior features of said buildings and structures, including exterior colors, harmony of external design with existing structures within said Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surrounding native trees, bushes and other vegetation. The complete architectural plans and specifications must be submitted in duplicate, triplicate, must include at least four different elevation views. One complete copy of the plans and specifications shall be signed for identification by the Owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after the complete plans for such work have [7.BOOK M97 PAGE 393] been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the members of the Association, where an affirmative vote of at least 2/3 of the membership shall be required to change the decision of the Architectural Committee."

Section 7.2 is amended and restated in its entirety to read as follows:

"Section 7.2 Business Uses. The Subdivision Lots or

Property shall be used exclusively for residential living purposes and such other uses as are not inconsistent with the exclusive purpose and are permitted by the zoning regulations applicable thereto validly in force from time to time, such purposes to be confined to approved residential Buildings within the Property. No Subdivision Lot or Property shall ever be occupied or used for any commercial or business purposes, provided, [9.BOOK M97 PAGE 395] however, that nothing in this Paragraph 7.2 shall be deemed to prevent (a) Declarant, Park City Development Company, Inc., or their duly authorized agents from using any Subdivision Lot owned by Declarant Park City Development Company, Inc. as a sales office, sales model, property management office, rental office, or maids quarters, or (b) any Owner or his duly authorized agent from renting or leasing said owner's residential Building from time to time, subject to all of the provisions of this Declaration, or (c) the construction of a double family (duplex) unit as permitted by Section 8.1 hereof. Notwithstanding the foregoing, an Owner may use any portion of a building constructed on the Lot as an home office provided, however, that such home office does not generate any vehicle or pedestrian traffic to the Subdivision.

Section 8.1 is amended and restated in its entirety to read as follows:

"Section 8.1 Number and Location of Buildings. No Building or structures shall be placed, erected, altered, or permitted to remain on any Subdivision Lot other than one single family or one double family dwelling, and one garage together with related nonresidential structures and improvements of the types described in Section 6.2 hereof. Each Subdivision Lot must be improved with a garage with at least a two-car capacity at the time of construction of the single family or one double family dwelling on the Subdivision Lot. In the event a double family dwelling is constructed on any Lot, such building must have a minimum of a two-car garage for each living unit utilizing a single driveway access to the Lot and the double family dwelling.

The location of the building for all such Buildings and structures shall be established by the Architectural Committee. In approving or disapproving the building site, the Architectural Committee shall take into consideration the locations with respect to topography, trees, brush, and finished grade elevations and the effect thereof on the setting and surrounding of the Subdivision.

Section 8.7 is amended and restated in its entirety to read as follows:

"Section 8.7 Towers and Antennae. No towers, and no exposed or outside radio, television or other electrical antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any Subdivision Lot. The Architectural Committee shall have the discretion to allow mini satellite dishes and similar unobtrusive receiving antennae if requested by an owner.

Section 8.13 is added to the Declaration and reads as follows:

"Section 8.13 Condominium Use of a Building. An Owner may construct or establish a double family dwelling on any Lot and in the event such an Owner desires to create a condominium under the laws of the State of Utah in order to allow multiple owners with separate Legal interests in a Lot and double family unit, then such Owner or Owners shall submit to the Governing Board and the Architectural Committee at the Owner's sole cost and expense, a proposed declaration of condominium for the Lot which complies with the laws of the State of Utah and any applicable ordinances or regulations of Park City Municipal Corporation. Such submission shall include a proposed declaration of condominium, articles of incorporation and by-laws for the condominium association. The Owner shall bear any fees or expenses incurred by the Governing Board and Architectural Committee for its review of the condominium documents. Upon approval by the Governing Board, which approval shall be in the Board's sole discretion, the Owner may declare a condominium for its Lot, provided, however, that the Lot shall have only one vote in the Northstar Homeowners Association regardless of the number of Owners in the Condominium. In no instance shall there be more density than two family units on any Lot.