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Rhonda Francis Summit County Recorder

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By DART ADAMSON & DONOVAN

Electronically Recorded

WHEN RECORDED RETURN TO:

Matthew B. Hutchinson  
HOGGAN LEE HUTCHINSON  
1225 Deer Valley Drive, Suite 201  
Park City, Utah 84060

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
TRAILSIDE PARK HOME OWNERS ASSOCIATION  
A PLANNED UNIT DEVELOPMENT**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions, & Restrictions for Trailside Park Home Owners Association, a Utah Planned Unit Development (this “**First Amendment**”) is made this 18<sup>th</sup> day of August, 2023 (the “**Effective Date**”) by the Trailside Park Home Owners Association, Inc., a Utah nonprofit corporation (the “**Association**”), on behalf of its current and future Members.

**RECITALS**

A. WHEREAS, the Association is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Corporation Act, Utah Code Annotated section 16-6a-101, *et seq.*;

B. WHEREAS, on August 2, 2022, the Amended and Restated Declaration of Covenants, Conditions, & Restrictions for Trailside Park Home Owners Association, a Planned Unit Development were recorded in the office of the Summit County Recorder as Entry No. 1193131, in Book 2751 at Page 1111 (the “**Original Declaration**”);

C. WHEREAS, Section 15.1 of the Original Declaration provides that the Declaration may be amended upon affirmative vote of sixty-seven percent (67%) of the total votes of the Association;

D. WHEREAS, on or about August 14, 2023, at a duly noticed Meeting of the Association, sixty-eight percent (68%) of the Owners voted in the affirmative to approve this First Amendment in accordance with Section 15.1 of the Original Declaration;

E. WHEREAS, the President of the Association has certified the vote to execute and record this First Amendment pursuant to the requirements of the Act and the Declaration;

F. WHEREAS, the covenants, conditions, easements and restrictions contained in this Declaration and any Exhibits attached hereto shall be enforceable equitable covenants and equitable servitudes and shall run with the land; and,

G. WHEREAS, the Original Declaration and this First Amendment may hereinafter

be collectively referred to as the “**Declaration.**”

NOW, THEREFORE, the Association hereby submits this First Amendment to the Original Declaration as follows:

**AMENDMENT**

1. **Defined Terms.** Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration.

2. **Status of Recitals.** The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

3. **Section 9.21.** Section 9.21 shall be deleted in its entirety and replaced with the following language:

9.21 **Prohibition of Fractional Ownership and Nightly Rentals.**  
No Unit, or portion thereof, shall be used for the operation of or developed as a Fractional Program. For purposes of this Declaration, “**Fractional Program**” specifically means:

a. Any and all use and occupancy arrangements falling within the definition of “timeshare interests” under the Utah Timeshare and Camp Resort Act (Utah Code Ann.§§ 57-19-1, et seq.);

b. Lots used for the operation of a timesharing, fractional ownership, interval ownership, private residence club or similar program whereby the right to exclusive use of the Lot rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement;

c. Lots used for the operation of a reservation or time-use system among co- owners of a Lot, regardless of whether or not any co-owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist: (i) the ownership interest in such Lot is marketed for sale to the public subject to such system; or (ii) the co-owners are or were required as a condition of purchase of the ownership interest in such Lot to subject the interest to a pre-determined reservation or time-use system among co-Owners; or

d. Lots used in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-

use system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

e. Notwithstanding the foregoing, a Fractional Program does not include: (a) ownership of a Lot by a family trust so long as all beneficiaries of the trust are closely related family members; (b) ownership of a Lot by an entity where all members, owners, partners, or shareholders of such entity are closely related family members; or (c) ownership of a Lot by an entity where there are four (4) or fewer members, owners, partners, or shareholders of such entity who are not closely related family members. For purposes herein, "closely related family members" refer to an individual's spouse, children, grandchildren, parents, grandparents, and siblings, whether by blood, marriage, or adoption.

f. Declaration and Bylaws Remain in Effect. This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended herein, the Declaration shall remain in full force and effect and shall not be cancelled, suspended, or otherwise abrogated by the recording of this First Amendment.

g. Effective Date. This First Amendment shall be effective as of the date of its recordation in the official real property records of the Recorder in and for Summit County, Utah.

*[Signatures to follow on next page]*

IN WITNESS WHEREOF, the foregoing was executed and made effective as of the first date written above.

TRAILSIDE PARK HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation

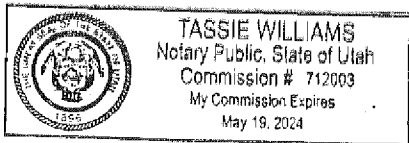
*[Handwritten signature of Jeffrey M. Gumeson]*

By: Jeffrey M. Gumeson  
Its: President

**ACKNOWLEDGMENT**

STATE OF UTAH                     )  
  :SS  
COUNTY OF Summit

On this 18<sup>th</sup> day of August, 2023, personally appeared before me, Jeffrey M. Gumeson, the President of the TRAILSIDE PARK HOMEOWNERS ASSOCIATION, INC., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that she signed the foregoing document for its stated purpose.



*[Handwritten signature of Tassie Williams]*  
Notary Public

**EXHIBIT A  
LEGAL DESCRIPTION**

**Legal Description: Trailside Park Subdivision**

Contains Lots 1 thru 38 with the following parcel numbers:

<b>TSP-1</b>	<b>TSP-20</b>
<b>TSP-2</b>	<b>TSP-21</b>
<b>TSP-3</b>	<b>TSP-22</b>
<b>TSP-4</b>	<b>TSP-23</b>
<b>TSP-5</b>	<b>TSP-24</b>
<b>TSP-6</b>	<b>TSP-25</b>
<b>TSP-7</b>	<b>TSP-26</b>
<b>TSP-8</b>	<b>TSP-27</b>
<b>TSP-9</b>	<b>TSP-28</b>
<b>TSP-10</b>	<b>TSP-29</b>
<b>TSP-11</b>	<b>TSP-30</b>
<b>TSP-12</b>	<b>TSP-31</b>
<b>TSP-13</b>	<b>TSP-32</b>
<b>TSP-14</b>	<b>TSP-33</b>
<b>TSP-15</b>	<b>TSP-34</b>
<b>TSP-16</b>	<b>TSP-35</b>
<b>TSP-17</b>	<b>TSP-36</b>
<b>TSP-18</b>	<b>TSP-37</b>
<b>TSP-19</b>	<b>TSP-38</b>