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Rhonda Francis Summit County Recorder

04/08/2024 10:33:08 AM Fee \$60.00

By MILLER HARRISON LLC

Electronically Recorded

**FIRST AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP  
FOR**

**BRISTLECONE AT DEER VALLEY  
A Utah Condominium Project**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Bristlecone at Deer Valley, a Utah Condominium Project ("First Amendment") is effective when recorded with the Summit County Recorder's Office by Bristlecone Condominium Owners' Association ("Association").

**RECITALS**

- A. The Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Bristlecone at Deer Valley, a Utah Condominium Project was recorded on April 3, 1996 as Entry No. 00451477 in the office of the Summit County Recorder.
- B. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Condominium Ownership for Bristlecone at Deer Valley, a Utah Condominium Project was recorded on July 23, 1996 as Entry No. 00458830 in the office of the Summit County Recorder ("Declaration").
- C. This First Amendment affects the real property situated in Park City, Summit County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Amendment by reference (the "Property") and shall be binding on all parties having or acquiring any right, title, or interest to the Property or any part thereof.
- D. Pursuant to Section 12.8 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by at least a majority of the allocated interests of the Association. Because this First Amendment is not a material amendment to the Declaration, as defined by Section 12.8, majority approval is all that is required.
- E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

- F. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- G. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

**FIRST AMENDMENT**

NOW, THEREFORE, the Declaration is amended as follows:

**1. Section 10.17 (Fractional Use) is hereby added to the Declaration and shall read as follows:**

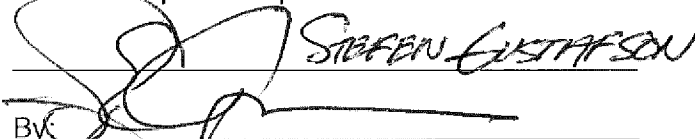
**10.17 Fractional Use.** Fractional Use of a Unit is prohibited. Fractional Use is defined as a Unit which is owned by a limited liability company, corporation, partnership, or other joint ownership structure in which unrelated persons or entities own, sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are subject to, or subsequently bound by, any agreement limiting interest holders' or their designees' right or functional ability to occupy or use the Unit to their respective interests or any other agreement which limits interest holders' or their designees' use of the Unit to fractional reservations through stay limitations of any duration. Fractional Use may be established by any of the following elements: co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times; centralized or professional management; reservation systems; maximum or minimum day limits on each interest holder's occupancy or use of the Unit; or management fees reflective of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party. Fractional Use does not include Units jointly owned by individuals related by blood or marriage (or an entity or entities controlled by individuals related by blood or marriage) or similar joint ownership situations approved by the Board of Trustees that are used for non-commercial purposes. The leasing of a Unit pursuant to Section 12.10 (Lease; Rental) of the Declaration is considered a non-commercial purpose. The Board of Directors shall have the sole discretion to determine whether a violation of this Section has occurred.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its President.

DATED as of the 2<sup>ND</sup> day of APRIL, 2024.

**Bristlecone Condominium Owners' Association**  
A Utah-Nonprofit Corporation

  
By: \_\_\_\_\_  
Its: President

California mp  
State of ~~Utah~~ )  
) ss.  
County of San Diego

On the 2<sup>nd</sup> day of APRIL, 2024, personally appeared before me STEFEN GUSTAFSON who by me being duly sworn, did say that she/he is the President of Bristlecone Condominium Owners' Association and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public Maunil Patel



## EXHIBIT A

### Legal Description and Parcel Numbers

All Units and Common Area as shown on the Bristlecone at Deer Valley Plat recorded in the Office of the Summit County Recorder.

**Parcel Numbers:   BDV-101 through BDV-104**  
**BDV-201 through BDV-204**  
**BDV-301 through BDV-304**  
**BDV-401 through BDV-404**  
**BDV-501 through BDV-504**

(20 Total Parcels)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego)

On APRIL 2, 2024 before me, Maunil Patel, Notary Public  
(insert name and title of the officer)

personally appeared STEFEN GUSTAFSON  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maunil Patel (Seal)