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Mary Ann Trussell, Summit County Utah Recorder

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By PARR BROWN GEE AND LOVELESS

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(Property Tax IDs: LIFT-102, LIFT-104, LIFT-106, LIFT-108, LIFT-110, LIFT-112, LIFT-114, LIFT-202, LIFT-204, LIFT-206, LIFT-208, LIFT-210, LIFT-212, LIFT-214, LIFT-301, LIFT-302, LIFT-303, LIFT-304, LIFT-305, LIFT-306, LIFT-307, LIFT-308, LIFT-309, LIFT-310, LIFT-312, LIFT-314, LIFT-316, LIFT-401, LIFT-402, LIFT-403, LIFT-404, LIFT-405, LIFT-406, LIFT-407, LIFT-408, LIFT-409, LIFT-410, LIFT-411, LIFT-412, LIFT-414, LIFT-416, LIFT-501, LIFT-502, LIFT-503, LIFT-504, LIFT-505, LIFT-506, LIFT-507, LIFT-508, LIFT-509, LIFT-510, LIFT-511, LIFT-512, LIFT-514, LIFT-516, LIFT-PH-1, LIFT-PH-2, LIFT-PH-3, LIFT-PH-4, LIFT-PH-5, LIFT-PH-6, LIFT-PH-7)

**SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
LIFT CONDOMINIUMS**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LIFT CONDOMINIUMS (this “**Amendment**”) is entered into as of April 19, 2018 by One Canyons, LLC, a Delaware limited liability company (together with its successors and assigns, “**Declarant**”). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed that certain Declaration of Condominium for Lift Condominiums and caused the same to be recorded in the office of the Summit County Recorder on April 17, 2017 as Entry No. 01067406 in Book 2405 at Page 654 (as supplemented by that certain First Supplement to Declaration of Condominiums, recorded on May 15, 2017 as Entry No. 01069572 in Book 2409 at Page 1908, and as amended by that certain First Amendment to Declaration of Condominium, recorded on June 13, 2017 as Entry No. 01071435 in Book 2413 at Page 1755, the “**Declaration**”).

B. Whereas the Declaration subjects the following real property to the provisions of the Act:

A parcel of land located in the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is S89°59'45"E 705.06 feet and North 79.40 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the Westerly Boundary of an Easement (also known as High Mountain Road) recorded October 25, 2004, as Entry No. 714878; and running thence S71°08'50"W 88.78 feet; thence S87°29'00"W 166.99 feet; thence N04°22'31"W 131.36 feet; thence N13°05'15"W 84.49 feet; thence N36°29'52"W 19.87 feet to the Easterly Boundary of The Vintage on the Strand Phase 1, recorded November 4, 2005, as Entry No. 757426; thence, along the Easterly Boundary of The Vintage on the Strand, N36°29'52"W 53.14 feet; thence N46°03'44"E 73.30 feet; thence N35°20'43"W 77.59 feet to the Easterly Boundary of The Vintage on the Strand Phase 1; thence, along said Vintage on the Strand, the following two (2) courses: (1) N03°58'49"E 0.06 feet, (2) N12°31'12"E 26.62 feet to the Westerly Boundary of said easement (also known as High Mountain Road); thence, along said Easement, the following six (6) courses: thence (1) S41°05'48"E 74.88 feet to a point on a curve to the left, having a radius of 175.00 feet; thence (2) Southeasterly along the arc of said curve 48.22 feet through a central angle of 15°47'16", thence (3) S56°53'05"E 171.60 feet to a point on a curve to the right, having a radius of 175.00 feet, of which the radius point bears S33°06'55"W, thence (4) along the arc of said curve 173.74 feet through a central angle of 56°52'59", thence (5) S00°00'06"E 27.91 feet to a point on a curve to the left, having a radius of 175.00 feet, of which the radius point bears N89°59'54"E, thence (6) along the arc of said curve 19.97 feet through a central angle 06°32'18" to the Point of Beginning.

Contains: 71,106 Square Feet or 1.63 Acres.

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the votes allocated to all Units consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Summit County, State of Utah.

D. Whereas the Declarant has not conveyed any of the Condominium Units in the Project and therefore owns one hundred percent (100%) of the Units and the votes in the Association allocated thereto, together with one hundred percent (100%) the undivided interest in the Project's Common Elements appurtenant to such Units.

E. Whereas the Declarant's predecessor in interest entered into that certain Access Easement and Road Maintenance Agreement, recorded on May 18, 2016 as Entry No. 01041111 in Book 2342 at Page 1742 (the "**Road Maintenance Agreement**"), which Road Maintenance Agreement was recorded against the Land together with other property described therein and provides for the "development, construction, and maintenance of roads, utility infrastructure, facilities and improvements within and around Canyons Village ("**Village Infrastructure**") and the assessment of a Road Maintenance Fee in connection with such Village Infrastructure.

F. Whereas the County has elected to cause the creation of the Canyons Assessment Area for the purpose of, among other things, providing for the acquisition and construction of road and parking improvements within and around Canyons Village, some or all of which would have been included in the Village Infrastructure.

G. Whereas the Declarant has determined it desirable to amend the Declaration to clearly provide for Declarant's authorization to cooperate in the creation and formation of the Canyons Assessment Area and such other special services districts or assessment areas as may be created in the future in accordance with the terms of the Canyons Master Association Documents, the Road Maintenance Agreement or applicable law, and that such amendments are desirable to meet the requirements of applicable laws, governmental regulations, lending institutions, marketing programs, and otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Declarant hereby declares and agrees as follows:

1. **Amendment and Restatement of Section 15.02.** Section 15.02 of the Declaration is hereby amended and restated in its entirety, as follows:

15.02 Development Rights

Declarant hereby reserves for itself, its successors and assigns the right to: (a) create easements, permits, licenses and other property rights and reservations as described in Articles II and XI of this Declaration; and (b) consent, acknowledge and agree to or otherwise participate in the creation of special improvement districts, special service districts, assessment areas and other similar districts or areas that are required by, contemplated by or in furtherance of the Canyons Master Association Documents or the Road Maintenance Agreement, or that Declarant otherwise determines are necessary or advisable to facilitate the development of the Condominium Project or the Resort Village. Notwithstanding the foregoing, Declarant shall not be authorized to provide any consent, acknowledgment or agreement pursuant to part (b) of the foregoing sentence with respect to any Condominium Unit with respect to which Declarant, at the time of such consent, acknowledgment or agreement is not the record Owner of such Condominium Unit.

2. **Interpretation.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed.

3. **Effective Date.** This Amendment will take effect when recorded in the official records of Summit County, Utah.

