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9/26/2018 3:42:00 PM \$175.00  
Book - 10716 Pg - 3301-3317  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 17 P.

**FIRST AMENDMENT TO THE AMENDED BYLAWS OF THE  
CANYON CREST CONDOMINIUM PROJECT AND SECOND AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE  
CANYON CREST CONDOMINIUM**

**This First Amendment to the Amended Bylaws of Canyon Crest Condominium (“Bylaws”) and Second Amendment to the Amended and Restated Declaration of Condominium of the Canyon Crest Condominium (the “Amendment”) is executed on the date set forth below by the Canyon Crest Homeowners Association, Inc. (“Association”).**

RECITALS

- A. On August 26, 1965, the CANYON CREST CONDOMINIUM PROJECT (hereinafter, the “Project”) was created by the filing for record in the office of the Recorder of Salt Lake County, Utah (i) an instrument entitled “Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT” (hereinafter referred to as the “Original Declaration”) as Entry No. 2106554, in Book 2369 at Page 118; and (ii) an instrument styled “Record of Survey Map of the CANYON CREST CONDOMINIUM PROJECT” (hereinafter referred to as the “Original Map”), as Entry No. 2106553.
- B. On April 4, 1967, the Original Declaration and Original Map were supplemented and modified by an instrument entitled “Amendment to Enabling Declaration Condominium for CANYON CREST CONDOMINIUM PROJECT” (hereinafter referred to as the “First Amendment”) which was never recorded in the office of the County Recorder of Salt Lake County, Utah.
- C. On August 18, 1983, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for record in the office of the Recorder of Salt Lake County, Utah an instrument entitled “Second Amendment to Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT” as Entry No. 3832899, in Book 5483 at Page 2987. The Second Amendment to the Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT was re-recorded on September 13, 1983 as Entry No. 3843163, in Book 5490 at Page 1027 (hereinafter referred to as the “Second Amendment”) with the Salt Lake County Recorder for the express purpose of correcting the ownership interest of Unit No. 114 and Parking Stall No. C-57.
- D. On July 9, 1987, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled “Third Amendment to Enabling Declaration for

CANYON CREST CONDOMINIUM PROJECT” (hereinafter referred to as the “Third Amendment”) as Entry No. 4488848, in Book 5939, at Page 1237, and (ii) an instrument styled “Third Amended Record of Survey Map of the CANYON CREST CONDOMINIUM PROJECT” (hereinafter referred to as the “Third Amended Map”), as Entry No. 4488849.

E. On December 1, 1989, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for records in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled “Declaration” (hereinafter referred to as the “Fourth Amendment”), as Entry No. 4854523, in Book 6180, at Page 1543.

F. On January 28, 1994, the Fifth Amendment and Restated Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5724920 in Book 6860 at Page 2750 of the official records (herein referred to as the “Fifth Amendment”). Recorded contemporaneously with the Fifth Amendment were the Amended By-Laws of Canyon Crest Condominium Project (constituting the above-referenced Bylaws being amended by this Amendment).

G. On October 13, 1994, the First Amendment to the Fifth Amended and Restated Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5943238 in Book 7036 at Page 1352 of the official records (hereinafter referred to as the “Sixth Amendment”).

H. On January 25, 2007, the Second Amendment to the Fifth Amended and Restated Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 9983692 in Book 9413 at Page 3076 of the official records (herein referred to as the “Seventh Amendment”).

I. The Association, desiring to consolidate all prior amendments of the Declaration, approved and recorded an instrument entitled “Amended and Restated Declaration of Condominium for Canyon Crest Condominium”, the eighth amendment to the Original Declaration, on June 22, 2007 as Entry No. 10141905 in Book 9481 at Page 9250 (herein referred to as the “Amended Declaration”) in the offices of the Salt Lake County Recorder.

J. On November 26, 2014, an instrument known as the First Amendment to the Amended and Restated Declaration of Condominium of the Canyon Crest Condominium, was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 11952472, in Book 10277 at Page 6720 (the “First Amendment to the Amended Declaration”) of the official records.

K. The Association now desires to amend the Amended Declaration and the Bylaws. This Amendment to the Bylaws shall be binding against all members of the Association (as such term is defined in the Declaration and any amendments or supplements thereto) and the property described in EXHIBIT “A” to this Amendment, as well as any property described in the Declaration and any annexation or supplement thereto.

L. Insofar as this Amendment amends terms of the Amended Declaration, it is

intended to: a) modify the provision defining "Association" to clarify that the Association is the Canyon Crest Homeowner's Association; b) correct typographical errors in Article I, Section 7(g); c) modify the definition of "Management Committee"; d) modify the definition of "Single Family"; e) delete the definition of a Single Family Residence; f) add a new use restriction preventing smoking within the Project, subject to the power of the Management Committee (sometimes referred to as the "Board") to designate certain areas as smoking areas; g) place a restriction on leasing within the Project subject to certain exceptions; h) revise the provision permitting the Association to hire a manager or management company; and i) bring the insurance provisions of the Amended Declaration into harmony with the insurance requirements imposed by the Utah Condominium Ownership Act.

M. Insofar as this Amendment amends terms of the Bylaws, it is intended to modify: a) the provision regarding the place of meeting for meetings of the Association; b) language regarding special meetings to clarify that the Association's President and a majority of the Management Committee can call a special meeting, in addition to the Owners; c) the notice provision to permit notices to be emailed to Owners, but granting Owners the ability to opt out of notice by email; d) to clarify and improve language about when proxies must be submitted; and e) language regarding terms limits of Management Committee members to clarify that there are no term limits for Management Committee members.

N. All capitalized terms in this Amendment shall have the same meaning as given to them in the Amended Declaration and Bylaws.

O. The Management Committee certifies that, at a regular or special meeting of the Owners, or as permitted by U.C.A. § 16-6a-709, the quorum requirements established by Article 2, Section 9 of the Bylaws were met, and that this Amendment to the Bylaws was there approved by a vote of at least fifty-one percent (51%) of the Percentage Interest as required by Article VI, Section 1 of the Bylaws.

P. Further, pursuant to Article III, Section 41 of the Amended Declaration and as permitted by U.C.A. § 16-6a-709, the following amendments to the Amended Declaration have been duly approved by at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas.

Q. The Association, by and through its Management Committee, further certifies that the consent of Eligible Mortgagees referenced in Article III, Section 41(a) of the Amended Declaration was either not required, or was obtained as required or as permitted by U.C.A. § 57-8-41.

**NOW, THEREFORE,** the Association hereby amends the Bylaws as follows:

**Bylaws, Article 2, Section 3 shall be amended *in its entirety* to read as follows:**

3. Place of Meeting. Meetings of the Association shall be held at 875 Donner Way, Salt Lake City, Utah 84108, the principal office of the Project, or at such other suitable place as may be designated by the Committee from time to time and stated in the notice of the meeting.

**Bylaws, Article 2, Section 5 shall be amended in its entirety to read as follows:**

5. Special Meetings. Special meetings of the Owners may be called by a majority of the Committee, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the undivided ownership interest in the Common Areas. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within thirty (30) days of receipt of the request.

**Bylaws, Article 2, Section 6 shall be amended in its entirety to read as follows:**

6. Notice of Meeting. The Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than thirty (30) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Owner's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such Owner's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the Owner's Unit shall be deemed to be the registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Committee stating that the Owner will not accept notices by way of email. The person or entities appearing in the records of the Association on such record date as the Owner(s) of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

**Bylaws, Article 2, Section 8 shall be amended in its entirety to read as follows:**

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or, on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Unit Owner or by any such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice and if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy. Each proxy must be filed with the Secretary of the Committee prior to the beginning of the meeting for which it will be used.

**Bylaws, Article 3, Section 3 shall be amended in its entirety to read as follows:**

3. Election and Term of Office of the Committee. The term of office of membership on the Committee shall be two (2) years. At the expiration of the member's term, a successor shall be elected. Except by reason of death, resignation, disqualification, or removal, Committee members shall continue to serve until their successors are elected. Committee members may re-run for a Committee office. There are no term limits.

**NOW, THEREFORE,** the Association hereby amends the Amended Declaration as follows:

**Declaration, Article 1, Section 2 shall be amended in its entirety to read as follows:**

2. Association shall mean and refer to the Canyon Crest Homeowner's Association, Inc., a Utah nonprofit corporation.

**Declaration, Article 1, Section 7(g) shall be amended in its entirety to read as follows:**

(g) The Project outdoor grounds, lighting, fences, landscaping, sidewalks, open parking spaces, pool, and roads;

**Declaration, Article 1, Section 19 shall be amended in its entirety to read as follows:**

19. Management Committee shall mean and refer to the Management Committee of the Association and shall have the same meaning and effect as the term "Board of Directors" is used in the Utah Revised Nonprofit Corporation Act (U.C.A. §16-6a-101 et al.)

**Declaration, Article 1, Section 29 shall be amended in its entirety to read as follows:**

29. Single Family shall mean and refer to the members of one separate and distinct immediate family as opposed to the members of an extended family, or two (2) unrelated adults choosing to share a Unit.

**Declaration, Article 1, Section 30 is hereby deleted and stricken in its entirety.**

**Declaration, Article 3, Section 6(c) is hereby amended with the addition of the following new Subsection 21:**

(21) Smoke-Free Facility. The Project was not designed in a way to prevent the migration of tobacco smoke between Units. The Utah State Legislature has classified second-hand tobacco smoke as a nuisance because it is harmful and injurious to one's health (U.C.A. §78B-6-1101). Accordingly, the Project is hereby designated as a "smoke free facility". Smoking in any form is prohibited throughout the Project, including the Units, Limited Common Areas and Facilities, and Common Areas and Facilities. The Board may, but is under no obligation to, designate a smoking area within the Common Areas and Facilities so long as such area is at least

twenty-five (25) feet removed from the Building and does not interfere with an occupant's quiet use and enjoyment of the Property.

**Declaration, Article 3, Section 8(a) shall be amended in its entirety to read as follows:**

- (a) Rental Cap: Notice Intent to Lease. Only twenty percent (20%) of the total Units – or 24 Units – (“Rental Cap”) may be leased at a given time. For purposes of this Section only, the term “lease” in any grammatical form includes rent, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner’s request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence. The Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including, without limitation, the creation of a lease waiting list should the Rental Cap be reached; the right to impose fines for failure to comply, and to file a notice of lien against the Unit sold or leased for unpaid fines. Once the Rental Cap is reached, a Unit may only be leased under the following exceptions: (i) it will be leased to the parent, child, or sibling of the Unit Owner; or in the case of a Unit owned by a trust or business entity, it will be leased to a trustee, beneficiary, member, manager, or principal of the entity;; (ii) it will be leased because the Unit Owner or the Unit Owner’s spouse or life partner has been deployed by a branch of the Armed Forces of the United States and is required to serve more than fifty (50) miles from the Project; or (iii) the Unit Owner receives a hardship waiver from the Committee. Hardship waivers may be granted by the Committee upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of the spouse or life partner of a Unit Owner or difficulties in selling the Unit because of market conditions in the area, disability, employment relocation, or charitable service.

**Declaration, Article 3, Section 13 shall be amended in its entirety to read as follows:**

13. Professional Management. The Committee may delegate and carry out through a professional manager or independent contractor those functions which may be delegated. The professional manager so engaged may be an independent contractor or an employee of the Association. The nature, scope, and extent of his or her agency and duties shall be set forth in a written management contract. The manager shall be responsible for operating and managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the management contract with the Committee, be authorized to perform any of the function or acts required or permitted to be performed by the Committee itself. All management contracts shall not be for a term in excess of three (3) years and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate the contract upon at least sixty (60) days written notice to the other party thereto. Anything to the contrary notwithstanding, the Association or Committee may employ maintenance and clerical personnel as necessary to properly maintain and operate the Project.

**Declaration, Article 3, Section 27 shall be amended in its entirety to read as follows:**

27. Insurance. The Committee shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, including coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

(a) Annual Insurance Report. Not later than sixty (60) days prior to the annual meeting of the Association, the Committee may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage and if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION", and (4) a description of any flood insurance and material exclusions and limitations for that coverage and if no flood insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stated: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION". The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. Any written report so obtained by the Committee may be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request.

(b) Property Insurance.

(1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings, including all Units, fixtures, and building services equipment as provided in the Act.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or

Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

- b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- e) Each property that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(2) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- a) the Association's policy provides primary insurance coverage;
- b) notwithstanding Subsection (a) above, and subject to Subsection (c) below:



- i) the Owner is responsible for the Association's policy deductible; and
  - ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible, and
- c) an Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and
- d) if an Owner does not pay the amount required under Subsection 2(b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.
- (3) Flood Insurance. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (4) Earthquake Insurance. The Association may purchase earthquake insurance as the Committee deems appropriate. If the Committee elects not to purchase earthquake insurance, a majority vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Committee shall purchase earthquake insurance within (60) days of the vote.
- (5) Association's Obligation to Segregate Property Insurance Deductible. The

Association's shall set aside an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(6) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(7) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

(c) Comprehensive General Liability (CGL) Insurance. The Association shall, so long as reasonably available, obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

(d) Directors' and Officers' Insurance. The Association, so long as reasonably available shall obtain Directors' and Officers' liability insurance protecting the Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Committee, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the

manager.

- (e) Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall, so long as reasonably available, obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) officers and Committee members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, and (d) officers, directors, and employees of any manager of the Association.
- (f) Worker's Compensation Insurance. The Committee shall purchase and maintain in effect workers' compensation insurance for all employee of the Association to the extent that such insurance is required by law and as the Committee deems appropriate.
- (g) Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.
- (h) Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- (i) Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.
- (j) Insurance Trustee. In the discretion of the Committee or upon written request executed

by the Owners holding at least 50% of the ownership interest of the Association, the Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owner or Committee (as the case may be) shall require.

(k) Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, and Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

~~(l) Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.~~

(m) Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

**IN WITNESS WHEREOF**, the Association, by and through its Management Committee (the "Committee"), has executed this Amendment as of the \_\_\_ day of \_\_\_\_\_, 2018.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURES TO FOLLOW]**

**THE CANYON CREST HOMEOWNERS ASSOCIATION, INC.**

[Signature]  
President

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On the 9 day of JULY, 2018, personally appeared JR. LEE who, being first duly sworn, did that say that they are the **President** of the Association, certified that all requirements of the Bylaws Article II, Section 9 and Article XI, Section 1 have been met, further certified that the requirements of Article III, Sections 41 and 41(a) of the Amended Declaration have been met, and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.

[Signature]  
Notary Public for Utah

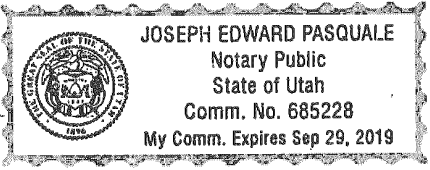
[Signature]  
Vice President



STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On the 8th day of August, 2018, personally appeared Alfred Rich who, being first duly sworn, did that say that they are the **Vice President** of the Association, certified that all requirements of the Bylaws Article II, Section 9 and Article XI, Section 1 have been met, further certified that the requirements of Article III, Sections 41 and 41(a) of the Amended Declaration have been met, and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.

[Signature]  
Notary Public for Utah



Catherine Hastings Corporate Clerk  
Secretary

STATE OF UTAH )  
 ) :SS  
County of Salt Lake )

On the 9 day of July, 2018, personally appeared Catherine Hastings who, being first duly sworn, did that say that they are the **Secretary** of the Association, certified that all requirements of the Bylaws Article II, Section 9 and Article XI, Section 1 have been met, further certified that the requirements of Article III, Sections 41 and 41(a) of the Amended Declaration have been met, and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.

Lauren Brewer  
Notary Public for Utah

Julie Berry  
Treasurer  
Julie Berry  
STATE OF UTAH )  
 ) :SS  
County of Salt Lake )



On the 9 day of July, 2018, personally appeared Julie Berry who, being first duly sworn, did that say that they are the **Treasurer** of the Association, certified that all requirements of the Bylaws Article II, Section 9 and Article XI, Section 1 have been met, further certified that the requirements of Article III, Sections 41 and 41(a) of the Amended Declaration have been met, and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.

Lauren Brewer  
Notary Public for Utah





**EXHIBIT "A" LEGAL DESCRIPTION**

ALL LOTS CANYON CREST CONDOMINIUM AMD AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH.

|      |      |                |      |      |                |
|------|------|----------------|------|------|----------------|
| UNIT | 101  | 16112520020000 | UNIT | 210  | 16112521490000 |
| UNIT | 102  | 16112520030000 | UNIT | 305  | 16112521510000 |
| UNIT | 105  | 16112520060000 | UNIT | 307  | 16112521530000 |
| UNIT | 107  | 16112520080000 | UNIT | 403  | 16112521560000 |
| UNIT | 204  | 16112520190000 | UNIT | 405  | 16112521570000 |
| UNIT | 208  | 16112520230000 | UNIT | 407  | 16112521580000 |
| UNIT | 302  | 16112520270000 | UNIT | 410  | 16112521590000 |
| UNIT | 303  | 16112520280000 | UNIT | 502  | 16112521610000 |
| UNIT | 308  | 16112520330000 | UNIT | 505  | 16112521620000 |
| UNIT | 404  | 16112520390000 | UNIT | 508  | 16112521640000 |
| UNIT | 406  | 16112520410000 | UNIT | 509  | 16112521650000 |
| UNIT | 408  | 16112520430000 | UNIT | 605  | 16112521690000 |
| UNIT | 409  | 16112520440000 | UNIT | 608  | 16112521700000 |
| UNIT | 503  | 16112520480000 | UNIT | 701  | 16112521710000 |
| UNIT | 504  | 16112520490000 | UNIT | 704  | 16112521740000 |
| UNIT | 510  | 16112520550000 | UNIT | 705  | 16112521750000 |
| UNIT | 602  | 16112520570000 | UNIT | 710  | 16112521770000 |
| UNIT | 606  | 16112520610000 | UNIT | 802  | 16112521790000 |
| UNIT | 609  | 16112520640000 | UNIT | 803  | 16112521800000 |
| UNIT | 610  | 16112520650000 | UNIT | 806  | 16112521810000 |
| UNIT | 706  | 16112520710000 | UNIT | 807  | 16112521820000 |
| UNIT | 707  | 16112520720000 | UNIT | 809  | 16112521830000 |
| UNIT | 708  | 16112520730000 | UNIT | 902  | 16112521840000 |
| UNIT | 804  | 16112520790000 | UNIT | 903  | 16112521850000 |
| UNIT | 805  | 16112520800000 | UNIT | 904  | 16112521860000 |
| UNIT | 808  | 16112520830000 | UNIT | 905  | 16112521870000 |
| UNIT | 901  | 16112520860000 | UNIT | 906  | 16112521880000 |
| UNIT | 907  | 16112520920000 | UNIT | 1003 | 16112521900000 |
| UNIT | 908  | 16112520930000 | UNIT | 1008 | 16112521930000 |
| UNIT | 909  | 16112520940000 | UNIT | 1102 | 16112521960000 |
| UNIT | 910  | 16112520950000 | UNIT | 1103 | 16112521970000 |
| UNIT | 1004 | 16112520990000 | UNIT | 1106 | 16112521990000 |
| UNIT | 1009 | 16112521040000 | UNIT | 1107 | 16112522000000 |
| UNIT | 1208 | 16112521230000 | UNIT | 1108 | 16112522010000 |
| UNIT | 1209 | 16112521240000 | UNIT | 1201 | 16112522020000 |
| UNIT | 106  | 16112521410000 | UNIT | 1203 | 16112522030000 |
| UNIT | 108  | 16112521420000 | UNIT | 1403 | 16112522070000 |
| UNIT | 114  | 16112521450000 | UNIT | 1504 | 16112522140000 |
| UNIT | 201  | 16112521460000 | UNIT | 111  | 16112522290000 |



|      |        |                |      |        |                |
|------|--------|----------------|------|--------|----------------|
| UNIT | 203    | 16112522310000 | P    | C43    | 16112522840000 |
| UNIT | 205    | 16112522320000 | UNIT | 607    | 16112522850000 |
| UNIT | 206    | 16112522330000 | UNIT | 304    | 16112522860000 |
| UNIT | 209    | 16112522340000 | UNIT | 603    | 16112522870000 |
| UNIT | 310    | 16112522380000 | S    | C10114 | 16112522880000 |
| UNIT | 506    | 16112522390000 | P    |        | 16112522890000 |
| UNIT | 702    | 16112522410000 | S    | A1077  | 16112522900000 |
| UNIT | 801    | 16112522430000 | UNIT | 1408   | 16112522910000 |
| UNIT | 1001   | 16112522440000 | UNIT | 1405   | 16112522920000 |
| UNIT | 1002   | 16112522450000 | UNIT | 309    | 16112522930000 |
| UNIT | 1006   | 16112522460000 | UNIT | 402    | 16112522940000 |
| UNIT | 1101   | 16112522470000 | UNIT | 1409   | 16112522960000 |
| UNIT | 1109   | 16112522480000 | UNIT | 1401   | 16112522970000 |
| UNIT | 1406   | 16112522500000 | UNIT | 401    | 16112522980000 |
| UNIT | 1502   | 16112522510000 | UNIT | 1105   | 16112523000000 |
| UNIT | 1206   | 16112522560000 | UNIT | 1505   | 16112523020000 |
| UNIT | 1501   | 16112522600000 | UNIT | 1506   | 16112523030000 |
| UNIT | 1205   | 16112522630000 |      |        | 16112523040000 |
| UNIT | 301    | 16112522640000 | UNIT | 1402   | 16112523050000 |
| UNIT | 103    | 16112522650000 | UNIT | 1402   | 16112523060000 |
| UNIT | 501    | 16112522660000 | UNIT | 604    | 16112523070000 |
| UNIT | 709    | 16112522670000 | UNIT | 604    | 16112523080000 |
| UNIT | 1005   | 16112522680000 | UNIT | 601    | 16112523090000 |
| UNIT | 1207   | 16112522700000 | UNIT | 601    | 16112523100000 |
| UNIT | 202    | 16112522720000 | UNIT | 703    | 16112523110000 |
| UNIT | 306    | 16112522750000 | S    | B103-3 | 16112523120000 |
| UNIT | 1210   | 16112522760000 |      |        |                |
| P    | B75    | 16112522790000 |      |        |                |
| S    | C10125 | 16112522800000 |      |        |                |
| P    | B74    | 16112522820000 |      |        |                |