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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
BY: CBP, DEPUTY - WI 7 P.

AFTER RECORDING, RETURN TO:

Canyon Centre Capital, LLC
9067 South 1300 West, Suite 105
West Jordan, UT 84088-5582
CT-106069-CAP

**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON CENTRE
(7350 SOUTH WASATCH BLVD. COTTONWOOD HEIGHTS, UT)**

THIS FIRST AMENDMENT TO MASTER DECLARATION (this "*Amendment*") is made effective 24 December 2018 by **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company ("*Declarant*"). **CANYON CENTRE OWNERS ASSOCIATION**, a Utah non-profit corporation ("*Master Association*"), also is a party to affirm that this Amendment is acceptable to and binding on Master Association. This Amendment amends and modifies certain provisions of the "Master Declaration of Covenants, Conditions and Restrictions for Canyon Centre" (the "*Master Declaration*") made by Declarant effective 17 April 2015 and recorded in the official records (the "*Official Records*") of the Recorder of Salt Lake County, Utah on 20 April 2015 as Entry No. 12033926 in Book 10316 at Pages 3767-3807 of the Official Records. Capitalized terms not otherwise defined in this Amendment shall have the same meanings as in the Master Declaration.

RECITALS:

A. Canyon Centre Amending Wasatch Gates Subdivision (the "*Project*"), a subdivision situated at approximately 7350 South Wasatch Boulevard, includes five lots. Lots 1 and 2 are presently owned by Declarant, and Lots 3-5 are presently owned by third parties. The Project is shown and described on the copy of the subdivision plat for the Project that are attached hereof as **ATTACHMENT NO. 1.**

B. Following recordation of the Development Agreement and the Condominium Declaration, all of the land within the Project will be subject to the Master Declaration and the Development Agreement, and Lot 2 will be subject to the Condominium Declaration.

C. The Parking Structure within Lot 2, which also is called the "Parking Unit" in the Master Declaration, constitutes a material enhancement to the Project that is or will be constructed by the Declarant principally through public funding provided by or through the Cottonwood Heights Community Development and Renewal Agency ("*CHCRDA*"), which funding which will be repaid, if at all, only through tax increment as explained in the Development Agreement.

D. Pursuant to the Development Agreement, the Condominium Declaration, and a "Public Parking Easement Agreement" (the "*Public Easement Agreement*") to be recorded in the office of the Salt Lake County Recorder immediately following recordation of the Condominium Declaration and the associated condominium plat but before conveyance of any of the Condominium Units on Lot 2 from Declarant to any other person, certain of the parking stalls in the Parking Structure will be subject to a perpetual, irrevocable, exclusive easement benefitting CHCRDA, Salt Lake County, and the general public (the "*Public Easement*") at certain times on certain days as further described below.

E. The Park, as improved, also constitutes a material enhancement to the Project which will be constructed principally through public funding and will be owned by CHCRDA, City or another public entity.

F. This Amendment is recorded in order to clarify and amend certain provisions of the Master Declaration, particularly as related to the Parking Structure and the Park, and the rights and obligations of public entity owner(s) of the Public Easement and/or the Park.

G. To induce CHCRDA to enter into and perform under the Development Agreement, Declarant makes this Amendment pursuant to Declarant's power to amend the Master Declaration as provided in Section 12.3 of the Master Declaration.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and amends the Master Declaration as follows:

Section 1. **Amendment of Defined Terms.**

(a) The definition of "**Development Agreement**" in Article 1, Section 1 of the Master Declaration is hereby amended to remove the reference to "City" to the extent that "City" refers only to the city of Cottonwood Heights and not also CHCDRA, it having been determined following execution and recordation of the Master Declaration that CHCDRA, and not such city itself, would be a party to the Development Agreement.

(b) The definition of "**Parking Unit**" in Article 1, Section 1 of the Master Declaration is hereby amended as follows:

"**Parking Unit**" means the Unit(s) depicted on the Condominium Plat that is/are available for parking by the Owners as more particularly set forth in the Condominium Declaration or the Development Agreement.

(c) The definition of "**Parking Structure**" in Article 1, Section 1 of the Master Declaration is hereby amended as follows:

"**Parking Structure**" means the Parking Structure to be constructed by Declarant within Units 2B-1, 2A-2 and 2B-3 of the Project and which will be maintained by the Condominium Association.

Section 2. **Addition of Defined Terms.** The following terms are hereby added to Article 1, Section 1 of the Master Declaration:

"**Park Owner**" shall mean the Public Entity Owner of the Park from time to time.

"**Public Easement Agreement**" shall mean the "Public Parking Easement Agreement" described in and required under the Development Agreement and the Condominium Declaration.

“**Public Easement**” shall mean the easements in favor of the Public Entity and the general public created pursuant to the Development Agreement, the Condominium Declaration and the Public Easement Agreement.

“**Public Entity**” shall mean City (as defined above in this Declaration), CHCDRA, Salt Lake County, or any other public entity or public agency which then owns or controls the Public Easement or any part of the Park and, by extension, has an interest in the Common Easement Areas subject to this Declaration.

Section 3. **Additional Amendments to Master Declaration.** The Master Declaration shall be further amended as provided in Subsections (a) through (c) below by deleting each section referenced in its entirety and replacing such section with the revised section below.

(a) 3.3 **Maintenance of Improvements.** All Improvements located upon a Lot, including the parking strip and islands within parking lots, shall be continuously maintained by its Owner at such Owner’s sole cost and expense so as to preserve a well-kept appearance of a first-class commercial development, including any landscaping features constructed on such Lot, and the Condominium Association shall maintain all Common Easement Areas on Lot 2. Each Owner shall be required, at its sole cost and expense, to maintain its Lot in a clean, safe and orderly manner and to cause all weeds, rubbish and debris to be removed from its Lot. Except for any Water Feature within the Common Easement Area in Lot 2 which is a Common Facility to be maintained by the Condominium Association, each Owner shall be responsible for the exterior maintenance of any and all Buildings and any and all Improvements, including, sidewalks, parking lots and driveways, located on said Owner’s Lot. The Condominium Association shall also be responsible for the maintenance and Improvements within Lot 2 and for maintenance of the Parking Structure as more particularly set forth in the Condominium Declaration, and the owner of the Public Easement shall have no financial or other responsibility for the repair, maintenance, replacement and/or reconstruction of any of the Parking Structure. If the Master Association reasonably determines that the level of exterior maintenance on any Improvement located on an Owner’s Lot or the maintenance landscaping or of a vacant Lot or the Parking Structure is unacceptable, the Master Association shall so notify the Owner, or Condominium Association, as applicable, in writing, and the Owner will have thirty (30) days thereafter in which to correct the deficiencies specified in such notice. If, in the Master Association’s opinion, the Owner fails to correct the stated deficiencies within said thirty (30) day period, the Master Association may order the necessary work (the “**Required Maintenance**”) performed at the Owner’s expense or expense of the Condominium Association, as applicable. The cost of the Required Maintenance shall be assessed to the applicable Owner as a Reimbursement Assessment.

(b) 3.4 **Parking.** All parking and driving surfaces constructed upon a Lot must be (i) properly graded to assure adequate drainage and collection and distribution of storm water runoff, (ii) paved with concrete, asphalt or other hard surface paving material approved by the Architectural Control Committee, (iii) marked to designate approved parking areas, with appropriate parking reserved to permit access by the physically impaired, and adequately lighted and screened, all as specifically set forth in the Design Guidelines and Standards. Each Owner shall be responsible to construct and maintain all parking and driving surfaces located upon such Owner’s Lot other than parking subject to the Condominium Declaration which shall be constructed and maintained as set forth therein. No parking of company vehicles or vehicles of employees, guests, visitors or business invitees shall be permitted upon the Roadways. The public parking rights in the Parking Unit shall be

as set forth in the definition of "Parking Unit" in Article 1, above. Unless the Condominium Declaration or the Development Agreement expressly grants to an Owner parking rights in the Parking Unit, the Public Entity's rights in the Parking Unit as specified in the Condominium Declaration or the Development Agreement are superior to any parking rights of that Owner in the Parking Unit under this Declaration.

(c) 3.10 **Permitted Use.** All Lots, other than Lot 1 (i.e., the Park) and the Parking Structure within Lot 2 to the extent of the Public Easement thereon, shall be used exclusively for resort, residential or commercial purposes and shall include uses which are an integral part of the business of the Owner or Occupant of a Lot and which are located in Buildings constructed as required by the Design Guidelines and Standards and used in a manner consistent with Declarant's intention that the Project be developed and used as a resort, residential and business center. Subject to applicable zoning ordinances, such use shall specifically include governmental, professional or business offices, banks or financial institutions, research and development facilities, retail sales, hotels, single family or multifamily residences, restaurants and medical facilities as well as a public park, outdoor theatre and public parking. So long as Declarant shall remain a Class "B" Member, Declarant shall, in its discretion, determine if an intended use is an appropriate use within a resort, residence and business center. At such time as Declarant shall cease to be a Class "B" Member, the Board shall, in its discretion, determine if an intended use is an appropriate use within a resort, residence and business center. Appropriate uses of the Park include, without limitation, activities such as plays, concerts, festivals, open air markets, fairs, expositions and other public gatherings, all of which shall be under the control and direction of the Park Owner. Each Owner, or the Condominium Association with respect to access to the Parking Structure on Lot 2, is permitted to impose reasonable rules and regulations concerning access by the public to the improvements constructed by such Owner on its Lot.

Section 4. **Further Amendment.** The Master Declaration shall be further amended as set forth in this section below:

(a) **Effect of the Development Agreement.** In the event of any conflict or inconsistency between the Public Entity's rights and duties under this Master Declaration and its rights and duties under the Development Agreement or the Condominium Declaration, the Development Agreement or Condominium Declaration, as applicable, shall control.

(b) **Effect of the Public Easement Agreement.** This Master Declaration is and shall be subject and subordinate to the Public Easement Agreement and the Public Easement created thereunder.

(c) **Continuing Limitations on Financial Responsibilities of Public Entity.** Notwithstanding anything in this Master Declaration to the contrary, (i) the financial obligations of the Public Entity are limited as set forth in the Development Agreement and the Condominium Declaration, and (ii) except for the Park Owner's obligations to improve and maintain the Park as specified in this Master Declaration and the Development Agreement, the Public Entity shall be deemed, and is, excused from any and all obligations to pay, satisfy or be legally responsible for any Common Expenses, any Assessments, or any other charges, costs, fees, expenses or impositions of any type under this Master Declaration.

Section 5. **No Contrary Amendment.** The rights and privileges of a Public Entity under this Amendment and elsewhere in the Master Declaration may not be modified or amended without the prior written consent of that Public Entity.

Section 6. **No Other Modifications.** Except as specifically amended and modified by this Amendment, the Master Declaration shall be deemed unmodified and in full force and effect.

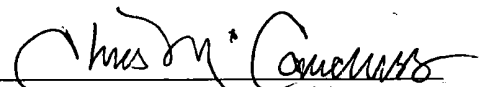
Section 7. **Severability.** All parts of this Amendment are severable, and if any portion of this Amendment shall, for any reason, be held to be invalid or unenforceable, or to adversely affect the substantive rights of any existing Owners or Mortgagees of the Project, then such portion of this Amendment shall be ineffectual and disregarded, but shall not affect the remaining sections, paragraphs, clauses or provisions of this Amendment.

DATED effective the date first-above written.

DECLARANT:

CANYON CENTRE CAPITAL, LLC

By: C.W. Management Corporation, a
Utah corporation, its Manager

By 
Chris McCandless, President

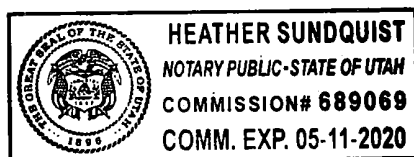
MASTER ASSOCIATION:

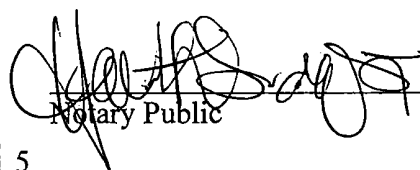
CANYON CENTRE OWNERS
ASSOCIATION, a Utah non-profit corporation

By 
Chris McCandless, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on 21 December 2018 by **Chris McCandless** as the President (a) of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the Manager of **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company, and (b) of **CANYON CENTRE OWNERS ASSOCIATION**, a Utah non-profit corporation.




Notary Public

ATTACHMENT NO. 1
RECORDED AMENDED SUBDIVISION PLAT
INCLUDING LEGAL DESCRIPTION OF PROJECT

The attached subdivision plat relates to Lots 1 through 5 of the Canyon Centre Amending Wasatch Gates Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Salt Lake County, Utah, which are designated as the following tax parcels: 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

