

Scot Hazard
3688 E. Campus Dr. Suite 100
Eagle Mountain, UT 84005

ENT 113274:2022 PG 1 of 5
Andrea Allen
Utah County Recorder
2022 Oct 26 04:25 PM FEE 40.00 BY AR
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARKWAY CROSSROADS**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Parkway Crossroads (the “**First Amendment**”) is made and executed by the Declarant, Parkway Crossroads, LLC (the “**Declarant**”), on the date set forth below and shall be effective upon recording in the Office of the Utah County Recorder.

RECITALS

A. The Utah project known as Parkway Crossroads was originally made subject to that certain instrument entitled *Declaration of Covenants, Conditions, and Restrictions for Parkway Crossroads*, as recorded with the Utah County Recorder on March 14, 2008 as Entry Number 30335:2008 (the “**Declaration**”).

B. Section 9.2 of the Declaration gives the Declarant the power to amend the Declaration during the Architectural Control Period, meaning the time period before turnover by the Declarant.

C. Turnover has not occurred in the Parkway Crossroads project.

D. The Declarant has the right to unilaterally amend the Declaration and execute this First Amendment.

E. This First Amendment affects the real property situated in Eagle Mountain, Utah County, Utah, described with particularity on Exhibit A, and shall be binding on all parties having or acquiring any right, title, or interest to the property or any part thereof.

F. Unless specifically modified herein, all remaining provisions of the Declaration and shall remain in full force and effect.

G. 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.

H. 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 Declarant hereby amends the Declaration as follows:

- (1) **Section 1.6 of the Declaration is hereby stricken in its entirety and shall read as follows:**

Section 1.6: “Lot” Shall mean any individual parcel shown upon the Map of the Subdivision. With the recording of the Parkway Crossroads Plat A First Amendment Plat, which combines Lots 3 and 4 as shown on the original subdivision plat map, the following shall be the five (5) Lots in the project:

- Lot 1 (shown on the original plat)
- Lot 2 (shown on the original plat)
- Lot 1 (shown on the amended plat) (“**Condominium Project**”)
- Lot 2 (shown on the amended plat)
- Lot 6 (shown on the original plat)

- (2) **Section 1.10 of the Declaration is hereby stricken in its entirety and shall read as follows:**

Section 1.10: “Owner” Shall mean the recorded owner of fee simple title to any Lot which is a part of the Subdivision. In an event that more than one party shall be the record Owners of Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot. For the Condominium Project, the condominium association, as created under the condominium declaration for the Condominium Project shall represent, through a delegate, the condominium unit owners in all matters related the subdivision and the condominium association shall be considered the “Owner” of the Condominium Project.

- (3) **Section 8.10 is hereby added to the Declaration and shall read as follows:**

Section 8.10: *Condominium Project.* For all Annual and Special Assessments assessed against the Condominium Project, the condominium association, as created under the condominium

declaration for the Condominium Project, shall be liable to the Association for payment of the Condominium Project's share of the assessments. The condominium association will seek reimbursement from the condominium unit owners for the amounts paid to the Association, according to the terms of the condominium declaration. The condominium association shall be subject to all rights and responsibilities under Article VIII as an "Owner."

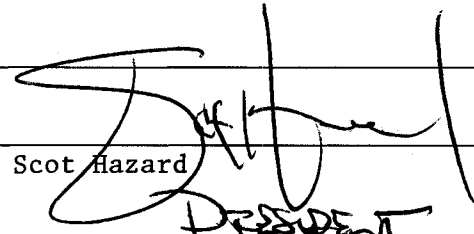

(4) Section 9.2 of the Declaration is hereby stricken in its entirety and shall read as follows:

Section 9.2: Amendment The Declarant shall have the unilateral right to amend this Declaration until turnover by the Declarant, as described in Section 3.1. After turnover, the Declaration may be amended only upon the affirmative vote of sixty percent (60%) of the total votes of the Association. No amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Parkway Crossroads as of the day and year written below.

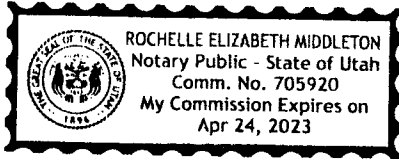
**Parkway Crossroads, LLC
A Utah Limited Liability Company**

By: 
Scot Hazard
Its: 
President

State of Utah)
) ss.
County of Utah)

On the 24th day of October 2022, personally appeared before me Scott Humeel who by me being duly sworn, did say that she/he is an authorized representative of Parkway Crossroads, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public 



**EXHIBIT A
LEGAL DESCRIPTION AND PARCEL NUMBERS**

All of **Parkway Crossroads Plat "A"**, according to the official plat on file in the office of the Utah County Recorder.

Parcel Numbers: **49:675:0001**
 49:675:0002
 49:675:0006

All of **Parkway Crossroads Plat A First Amendment**, according to the official plat on file in the office of the Utah County Recorder.

Parcel Numbers: **49:938:0002**

All of **Parkway Crossroads Condominium Plat**, according to the official plat on file in the office of the Utah County Recorder.

Parcel Numbers: **49:939:0101**
 49:939:0102
 49:939:0103
 49:939:0104 (Common Area)