

01194971 B: 2756 P: 1695

Page 1 of 4

Rhonda Francis Summit County Recorder

09/12/2022 12:17:34 PM Fee \$58.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

**WHEN RECORDED, RETURN TO:**

Helen E. Strachan  
Deputy Summit County Attorney  
Summit County Courthouse  
60 North Main Street  
Coalville, Utah 84017

Affecting Parcel Numbers: SCVCON-B101 through SCVCON-B105;  
SCVCON-B201 through SCVCON-B208; and  
SCVCON-B301 and SCVCON-B306

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**CORRECTIVE AMENDMENT TO  
RESTRICTIONS CONCERNING WORKFORCE HOUSING UNITS AT SILVER CREEK VILLAGE  
CENTER LOT 15 (Building B)**

This Corrective Amendment to Restrictions Concerning Workforce Housing Units at Silver Creek Village Center Lot 15 (Building B) (this "*Corrective Amendment*") is made and entered into as of the 1 day of September, 2022 (the "*Effective Date*"), by and between **CW THE SCV CONDOS, LLC**, a Utah limited liability company (the "*Developer*"), and **SUMMIT COUNTY**, a politic subdivision of the State of Utah (the "*County*").

**RECITALS**

- A. On or around August 16, 2022, Developer caused that certain *Restrictions Concerning Workforce Housing Units at Silver Creek Village Center Lot 15 (Building B)* to be recorded in the office of the Summit County Recorder as Entry No. 01193761 in Book 2753 on Page 0711 (the "*Deed Restriction*").
- B. Following recordation of the Deed Restriction that parties discovered that the same had been erroneously recorded against both the market rate units and WUEs instead of only against the WUEs.
- C. Pursuant to Section 14.4 of the Deed Restriction, the same may be modified by a writing signed by the County and the applicable Unit owner.
- D. As of the Effective Date, Developer remains the owner of the WUEs.

**AGREEMENT**

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to correct and amend the Deed Restriction as follows:

1. **Recitals**. The foregoing Recitals are incorporated herein and made a part hereof by this reference.
2. **Generally**. It is the express intent of the Developer and County that the Deed Restriction, as amended herein, only encumbers the WUEs contained in Building B of Lot 15. As a result of the errors contained in the Deed Restriction the parties desire to expressly clarify that the Deed Restriction, as amended herein is only applicable to units B101 through B105; B201 through B204; B206; and B301 through B302. Amendments to the initial recording are set forth below to correct the initial errors contained in the Deed Restriction.

3. **Affected Parcel Numbers.** The parcel numbers identified above the title of the Deed Restriction on page 1 are hereby deleted in entirety and replaced with the following:

“Affecting Parcel Numbers: SCVCON-B101 through SCVCON-B105;  
SCVCON-B201 through SCVCON-B204, and SCVCON-B206; and  
SCVCON-B301 and SCVCON-B302.”

4. **Exhibit A; Description of Workforce Units.** The legal description and parcel numbers identified on Exhibit A of the Deed Restriction are hereby deleted in entirety and replaced with the following, for purposes of clarity the table shown on Exhibit A remains unchanged:

LEGAL DESCRIPTION:

UNITS B101 THROUGH B105; B201 THROUGH B204; B206; AND B301 THROUGH B302, SILVER CREEK VILLAGE CONDOMINIUMS ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER’S OFFICE.

PARCEL NUMBERS (for reference purposes only):

SCVCON-B101 through SCVCON-B105;  
SCVCON-B201 through SCVCON-B204, and SCVCON-B206; and  
SCVCON-B301 and SCVCON-B302.”

5. **Scope of Changes.** To the extent that the terms or provisions of this Corrective Amendment conflict or are inconsistent with the terms and provisions of the Deed Restriction, the terms and provisions of this Corrective Amendment shall control. The parties hereby ratify and affirm the terms of the Deed Restriction, as amended herein, and acknowledge that, except as herein modified, the Deed Restriction shall remain in full force and effect in accordance with its terms.

6. **Binding Effect.** Upon full execution by the parties, this Corrective Amendment shall be binding on the parties and their successors, heirs, and permitted assigns.

7. **Counterparts.** This Corrective Amendment may be executed in one or more counterparts and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the parties have executed this Corrective Amendment as of the Effective Date.

**SUMMIT COUNTY:**

By: Janna B. Young  
Janna Young, County Manager

**APPROVED AS TO FORM:**

Helen E. Strachan  
Helen E. Strachan, Deputy County Attorney

**DEVELOPER:**

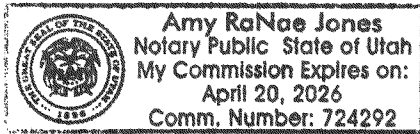
CW The SCV Condos, LLC,  
a Utah limited liability company

By: [Signature]  
Name: [Signature]  
Its: Manager

**Notary Acknowledgments**

STATE OF UTAH  
COUNTY OF SUMMIT

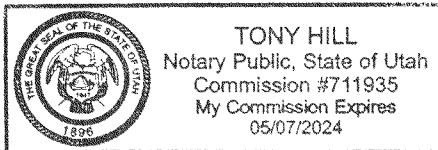
On this 2 day of September, 2022, this Deed Restriction was acknowledged before me by Janna Young, County Manager of Summit County.



[Signature]  
Notary Public

STATE OF UTAH  
COUNTY OF DAVIS

On this 1 day of SEPTEMBER, 2022, this Agreement was acknowledged before me by DARLENE CARTER, the MANAGER of CW The SCV Condos, LLC



[Signature]  
Notary Public

**Exhibit A**  
(Legal Description for Recording Purposes)

LEGAL DESCRIPTION:

UNITS B101 THROUGH B105; B201 THROUGH B208; AND B301 THROUGH B306, SILVER CREEK VILLAGE CONDOMINIUMS ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NUMBERS (for reference purposes only):

SCVCON-B101 through SCVCON-B105;  
SCVCON-B201 through SCVCON-B208; and  
SCVCON-B301 through SCVCON-B306.