

Amended Restrictive Covenants Page 1 of 5
Gary Christensen Washington County Recorder
05/06/2024 11:01:35 AM Fee \$0.00 By STATE OF
UTAH SCHOOL AND INSTITUTIONAL TRUST
LANDS ADMINISTRATION

WHEN RECORDED, RETURN TO:

State of Utah Trust Lands Administration
1593 East Grapevine Crossing
Washington, Utah 84780

APN(s): See Exhibit A

**CERTIFICATE OF
AMENDMENT TO
MASTER DECLARATION OF
RESTRICTIVE COVENANTS
(COMMERCIAL/RETAIL)**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS (“**Amendment to Master Declaration**”), is made as of this 3rd day of May, 2024 (“**Amendment Effective Date**”) by THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION (“**Declarant**”).

RECITALS:

- A. A portion of Coral Canyon, a Planned Community Development, as described on Exhibit A attached hereto (the “**Property**”) is subject to that certain Master Declaration of Restrictive Covenants (Commercial/Retail) dated December 7, 2005, and recorded December 12, 2005 as Entry Number 990935 in Book 1823 at Page 2394 of the Official Records of the Washington County Recorder (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Master Declaration**”).
- B. Declarant desires to amend the Master Declaration to modify the use restrictions under the Master Declaration as further set forth below.
- C. By affirmative vote of at least seventy-five percent (75%) of the authorized votes of Owners, and the written approval of the Declarant, this Amendment to Master Declaration has been approved and shall become effective upon recordation.

AMENDMENT:

1. Restricted Activities. As of the Amendment Effective Date, Section 7.2 of the Master Declaration are hereby amended and restated as follows:

“7.2 Restricted Activities. The Property shall be used only for retail and commercial purposes, including offices, hotels and other hospitality uses, including restaurants, and fast food restaurants. The Property may not be used for any surface use not permitted by applicable zoning codes and ordinances. In addition, the following activities and uses are prohibited within the Property:

(a) Funeral homes; cemeteries, or crematoriums;

(b) Any production, manufacturing, industrial, or storage use of any kind or nature including mini storage, except for storage and/or production of products incidental to the retail sale thereof from the Property;

(c) Pool halls, Turkish baths, massage parlor, discotheque, dance hall, night club, bar or tavern, "head shop", pornographic or "adult" store (including without limitation a video store or production studio producing or selling "x-rated" or "NC-17-rated" movies or videos);

(d) A single car wash facility may be allowed, which use may include without limitation, a recreational vehicle (RV) wash. However, this specific use is subject to the approval of the Declarant, at the Declarant's sole discretion as provided in Section 10.2, as amended by this Amendment to Master Declaration;

(e) Auto body and automotive repair shops, spray painting shops, (except for "light" repair work, such as: oil changes; tire sales, repair, replacement or maintenance; brake repair);

(f) RV, motorcycle, Off Highway Vehicle (OHV), and trailer sales, rentals and services. Any waiver of this restriction as provided in Section 10.2, as amended by this Amendment to Master Declaration, will require the portion of the Property applicable to such uses to have paved surfaces according to Declarant's reasonable specifications, in addition to any other reasonable conditions imposed by Declarant.

(f) Automobile sales, leasing or rental;

(g) Equipment yards and/or equipment rental services;

(h) Dry cleaner with on-premises cleaning;

(i) Swap meets or flea markets;

(j) Any use involving Hazardous Material, except as may be customary in first class commercial/retail centers in the metropolitan area where the Property is located and then only in full compliance with existing environmental laws;

(k) Kennels, carnivals, or permanent fairs;

(l) Any activity which tends to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Property;

(m) Any activity which emits foul or objectionable odors, fumes, dust, smoke or pollution, or which creates unreasonable noise, risk of fire or explosion, or other conditions which tend to disturb the peace or threaten the safety of the occupants and invitees of neighboring property;

(n) Any activity which constitutes a nuisance, is obnoxious, or violates local, state or federal laws or regulations;

(o) Outside burning of trash, leaves, debris or other materials; and/or

(p) Use of the Property in any manner to explore for or to remove any sand and gravel.”

2. Amendment of Declaration. The following is hereby added to the end of Section 10.2 of the Master Declaration:

“Notwithstanding anything stated in the Declaration, including but not limited to this Section 10.2, the Declarant has, the exclusive authority to, in its reasonable discretion, grant a waiver of the restricted activities set forth in Section 7.2 upon a showing of good cause. Declarant may impose reasonable terms, conditions, and restrictions on the granting of any waiver.”

3. The undersigned hereby ratify this Amendment to Master Declaration and acknowledge that the provisions hereof shall modify and amend the Declaration. This instrument shall run with and bind and benefit the Property subject thereto.

4. All capitalized terms contained herein without definition shall have the definitions set forth in the Master Declaration.

D. Declarant certifies that this Amendment to Master Declaration was approved by at least seventy-five percent (75%) of the authorized votes of all Owners and the vote of Declarant as provided in the Master Declaration.

[Signature and Acknowledgement Page Follow]

