

AFTER RECORDING, PLEASE RETURN TO:
CRCC OWNER'S ASSOCIATION
954 East 7145 South, Suite B-102
Midvale, Utah 84047

Return

AGREEMENT AFFECTING UNIT NO. C-1
CANYON RACQUET CLUB CONDOMINIUM

4409243

Agreement made this 1 day of December, 1986,
between CRCC OWNERS ASSOCIATION, (hereinafter referred to as
"CRCC") and Abraham KENSTEIN KRAMER
(hereinafter referred to as "Unit Owner") affecting Unit No.
C-1, Canyon Racquet Club Condominiums.

WHEREAS, CRCC is the owners association of the Canyon Racquet Club Condominiums and as such is charged with the responsibility for the control, operation and management of the Condominium Project and with the responsibility for the exclusive management and control of the Common Areas and all improvements thereon; and

WHEREAS, Unit Owner is the owner of one of the units in the Canyon Racquet Club Condominiums described as follows:

Unit No. C-1, CANYON RACQUET CLUB CONDOMINIUMS, according to the official plat thereof, together with the appurtenant undivided ownership interest of in the common areas and facilities (hereinafter referred to as "the Unit")

WHEREAS, CRCC, pursuant to the provisions of the First Amendment to the Amended Declaration of Condominium of Canyon Racquet Club Condominiums, dated April 11, 1986, and recorded October 30, 1986, as Entry No. 4392249, in Book 5874, at Page 540-544, Official Records of Salt Lake County, State of Utah, is empowered to grant a license to Unit Owner to place and install an architecturally and visually compatible hot tub, spa or the like upon the deck or patio contiguous to his Unit, including running the necessary power and water supply from his Unit, through the exterior wall to the hot tub, spa or the like; and

WHEREAS, Unit Owner desires to place and install a hot tub, spa or the like upon the deck or patio contiguous to his Unit, including running the necessary power and water supply from his Unit through the exterior wall to the hot tub, spa or the like;

It is Agreed as follows:

1. CRCC agrees that Unit Owner may, without further license on his part, place and install a hot tub, spa or the like upon the deck or patio contiguous with his Unit, including running the necessary power and water supply from his unit through the exterior wall to the hot tub, spa or the like in accordance with the proposal with material and construction specifications set forth on Schedule A attached hereto and made a part hereof.

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2. In consideration of the willingness of CRCC to grant to Unit Owner license to make the structural alterations and common area encroachments described above, Unit Owner agrees to be solely responsible for any damage resulting from the installation, operation or use of the above-described improvements and to be solely responsible for the care and maintenance of the above-described improvements. The Unit Owner shall install the above-described improvements at his own risk and assume strict liability for any structural damage to the decks or supporting structures or to the cement patio pads resulting from the installation, addition or maintenance of the above-described improvements or for any damage resulting from the extra weight of the above-described improvements over an extended period of time. CRCC Owners Association makes no representations with respect to the structural integrity of the decks or patio pads and the capacity of the same to support the weight of the above-described improvements. The Unit Owner does hereby agree to indemnify and hold harmless the Association and the Board of Trustees from and against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees incurred in connection with any proceeding in which the Association or the Board of Trustees may become involved by reason of the claim or suit of any party resulting from the Unit Owner's maintenance, use or operation of the above-described improvements.

3. The Association by and through its duly elected Board of Trustees shall have the right to make decisions respecting the necessary maintenance, repair or replacement of the above-described improvements and may demand at any time that the Unit Owner perform such repairs, maintenance, alterations or replacement and such improvements as the Board of Trustees in their sole discretion shall deem necessary. In the event of the Unit Owner fails to perform the requested maintenance, repairs, alterations or replacement within thirty (30) days from the date of such demand, the Board of Trustees may arrange for such maintenance, repairs, alterations or replacement and all costs incurred by the Association shall be charged to the Unit Owner and such charge shall be deemed a special assessment under paragraph 17 of the Amended Declaration, becoming a personal obligation of the Unit Owner and a lien upon the Unit.

4. In the event of structural damage caused by the placement or installation of the above-described improvements to the deck or patio pad contiguous to the Unit Owner's Unit, the Board of Trustees in addition to the rights set forth above, may revoke the license granted to the Unit Owner to have and maintain the above-described improvements unless and until the Unit Owner reconstructs the deck or support structures or patio pad in a manner sufficient to support the weight of the above-described improvements and pays for the same.

5. In the event CRCC must bring an action to enforce any of the provisions of this Agreement, Unit Owner agrees to pay

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all costs of such an action including reasonable attorney's fees.

6. The covenants, conditions and restrictions of this Agreement relating to the above-described unit shall be enforceable equitable servitudes which shall run with the Unit and the Common Area and this Agreement and its servitudes shall be binding upon Unit Owner and CRCC, and their successors and assigns and upon subsequent owners of the Unit and upon any grantees, mortgages, successors, heirs, executors, administrators, devisees and assigns.

IN WITNESS WHEREOF, this Agreement is signed this 1 day of Dec, 1986.

CRCC OWNERS ASSOCIATION

By: [Signature]
Its:

[Signature]
Unit Owner C-1

STATE OF ~~UTAH~~ ^{NEW YORK} :
COUNTY OF ~~SALT LAKE~~ ^{NEW YORK} :

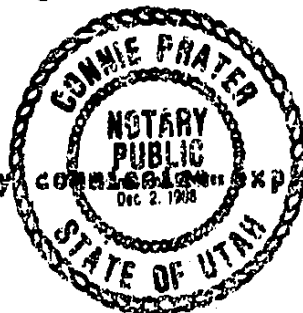
On the 1st day of DECEMBER, 1986, personally appeared before me ABRAHAM BERNSTEIN, being the OWNER OF C-1 of CRCC Owners Association, who acknowledged to me that he executed the foregoing for and on behalf of CRCC Owners Association.

Michelle D. Shanahan
Notary Public
Residing at: 270 MADISON AVE, NYC 10016
MICHELLE D. SHANAHAN
Notary Public, State of New York
No. 24-4787812
Qualified in Kings County
Cort. filed in New York Co.
Commission Expires March 30, 1987

My commission expires: 30 MARCH 87

STATE OF UTAH :
COUNTY OF SALT LAKE :

On the 1st day of December, 1986, personally appeared before me Jessab Hunsaker, President, who acknowledged to me that he executed the foregoing on behalf of said Assoc.


My commission expires: Dec 2, 1988

Connie Prater
Notary Public
Residing at: Salt Lake Co, Utah

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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Deanna Jensen
REC'D OF DEP

Henrik K. Johnson
Permit Korolidsos