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Gary W. Ott
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 6 P.

When Recorded, Mail To:
Loyal C. Hulme
Kirton McConkie
50 East South Temple
Salt Lake City, UT 84111

Affects the Following Tax Id. Nos. – See Exhibit A

(space above used for recording purposes only)

CERTIFICATE OF AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CENTENNIAL HEIGHTS SUBDIVISION

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTENNIAL HEIGHTS SUBDIVISION (this “**Amendment**”) is executed this 21 day of August, 2013, by CENTENNIAL HEIGHTS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Association**”).

RECITALS

A. This Amendment is an amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Centennial Heights Subdivision, dated March 28, 1996, recorded March 28, 1996, as Entry No. 6315059, in the Official Records of the Salt Lake County Recorder (the “**Declaration**”).

B. The Declaration encumbers all lots located within the Centennial Heights Subdivisions, Plats A, B, and C, located in Salt Lake County, Utah (the “**Subdivision**”). The Subdivision is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**CPB**”), owns or will soon own certain real property located within the Subdivision (the “**Lots**”). The Lots are more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

D. It was the original intent of the developer of the Subdivision that the Lots be used for non-profit, religious uses.

E. CPB desires to construct a religious meetinghouse and related improvements (collectively, the “**Improvements**”) on the Lots for the purpose of religious services, worship, and related activities and desires to remove the Lots from the Declaration.

F. In accordance with the bylaws and other applicable laws, notice was given to the record owner of each lot within the Subdivision (the “**Homeowner**”) that a special meeting of the members of the Association would be held on June 12, 2013 (the “**Meeting**”), for the purpose of voting to remove the Lots from the Declaration. Each Homeowner that voted in favor of amending the Declaration granted unto Robert Boshard (the “**President for a Limited Purpose**”) an irrevocable power of attorney for the sole purpose of taking the steps necessary to amend the Declaration, including execution of this Amendment pursuant to Section 9.2 of the Declaration.

G. The President for a Limited Purpose, acting on behalf of the Association and the Homeowners, desires to amend the Declaration, as more fully stated herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Removal of Property.** The Declaration is hereby amended to provide that from and after the date of the recording of this Amendment in the official records of the Salt Lake County Recorder, the Declaration will not be applicable to the Lots and the Lots will no longer be encumbered by, subject or annexable to, the Declaration. In the event that CPB has either not commenced construction of the Improvements within five (5) years from the date hereof, or after completion of the Improvements, CPB ceases to use the Improvements and/or Lots for religious purposes for a period exceeding twelve (12) consecutive months, the Lots will revert to being subject to the Declaration.

2. **Approval.** In accordance with Section 9.2 of the Declaration and applicable state law, an amendment to the Declaration removing the Lots from the Declaration was approved at the Meeting by an affirmative vote of 70.7 percent (70.7%) of the owners of Lots within the Subdivision. All of the owners that approved the amendment of the Declaration granted unto the President for a Limited Purpose a power of attorney, for the purpose of taking all steps necessary and advisable to amend the Declaration, including without limitation, the right to execute this Amendment.

3. **Certification and Adoption.** By his execution of this Amendment, the President for a Limited Purpose does hereby certify that (i) a vote of the owners was properly taken at the Meeting; (ii) the terms set forth in Section 2 above are true and accurate; and (iii) this Amendment has been duly adopted in accordance with procedures set forth in the Declaration and Association bylaws. The Association is acting as outlined herein for the limited purpose of amending the Declaration and for no other purpose except to amend the Declaration as provided herein. The Association will not be revived or reactivated in any way and this Amendment shall not be used as evidence that the Association is currently active, functioning, and/or is exercising authority in any way over the Centennial Heights Subdivision.

4. **Miscellaneous.**

4.1. **Recitals.** The recitals are hereby incorporated into this Amendment and except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect.

4.2. **Defined Terms.** A term which is used as a defined term in this Amendment, but that is not herein defined, shall have the meaning set forth in the Declaration.

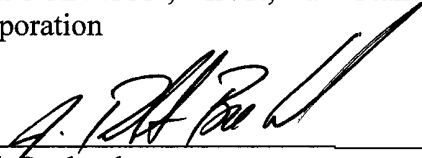
4.3. **Agreement Effective.** All rights and interests existing pursuant to the Declaration which are not affected by this Amendment and except as expressly modified herein shall remain in full force and effect in accordance with its terms.

4.4. **Governing Law.** This Amendment shall be construed in accordance with the laws of the state of Utah.

4.5. **Amendment to Declaration.** In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the date first set forth above.

CENTENNIAL HEIGHTS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation



Rob Boshard
President for a Limited Purpose

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 21st day of August, 2013, personally appeared before me Robert Boshard, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of CENTENNIAL HEIGHTS OWNERS ASSOCIATION, INC, a Utah nonprofit corporation, and who acknowledged to me that he signed the foregoing instrument.





NOTARY PUBLIC

EXHIBIT A

(Tax Id. Nos.)

Lot A: 3407452001

Lot B: 3407452002

Lot C: 3407452003

EXHIBIT B

(Legal Description of the Subdivision)

All Lots, Centennial Heights Plat "A", according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on October 19, 1995, as Entry Number 6193242, in Book 9510P, at Page 276.

All Lots, Centennial Heights Plat "B", according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on October 19, 1995, as Entry Number 6193243, in Book 9510P, at Page 277.

All Lots, Centennial Heights Plat "C", according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on November 22, 1995, as Entry Number 6219300, in Book 9511P, at Page 325.

EXHIBIT C

(Legal Description of Lots)

A description for the amendment of Lots B and C and a portion of Lot A, Centennial Heights Plat "B" Amended, as recorded in the office of the Salt Lake County Recorder as Entry Number 6193243 Plat 95-10P-277, to be known as Lot 201, Centennial Heights Plat "B" 2nd Amended, as described as follows:

Beginning at a point on the West line of said Centennial Heights Plat "B", also being on the North – South Quarter Section line, North $01^{\circ}53'41''$ East 800.90 feet from South Quarter Corner of Section 7, Township 4 south, Range 1 East, Salt Lake Base and Meridian and running

thence North $01^{\circ}53'41''$ East 171.09 feet along said West line of Centennial Heights Plat "B" and the said Quarter Section line;

thence East 174.99 feet;

thence North 169.33 feet to the South Right-of-Way line of Manti Drive;

thence North $89.23'32''$ East 379.82 feet long the South Right-of-Way line of Manti Drive to a point of curvature;

thence 204.83 feet along the arc of a 275.00 foot radius curve to the right through a central angle of $42^{\circ}40'34''$ (Long Chord Bears South $69^{\circ}16'11''$ East 200.13 feet) to a point of compound curvature;

thence 24.92 feet along the arc of a 15.00 foot radius curve to the right through a central angle of $95^{\circ}10'41''$ (Long Chord Bears South $00^{\circ}20'34''$ East 22.15 feet) to the West Right-of-Way line of Parowan Way to a point of reverse curvature;

thence 32.54 feet along the arc of a 580.00 foot radius curve to the left through a central angle of $3^{\circ}12'52''$ (Long Chord Bears South $45^{\circ}38'20''$ West.) along the West line of Parowan Way.

thence South $44^{\circ}01'52''$ West 103.39 feet along the West line of Parowan Way to a point of curvature;

thence 186.86 feet along the arc of a 528.39 foot radius curve to the left through a central angle of $20^{\circ}15'44''$ (Long Chord Bears South $33^{\circ}54'00''$ West 185.89 feet);

thence West 548.94 feet to the point of beginning.

Parcel Contains 192,527 sq. ft. 4.419 acres.