

WHEN RECORDED, RETURN TO:
CW The Iris, LLC
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

14483522 B: 11628 P: 8211 Total Pages: 5
01/02/2026 10:39 AM By: jluca Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: THE IRIS, LLC
610 N 800 W CENTERVILLE, UT 84014



Affecting Parcel No(s): 08361810010000, 08361811010000 to and including 08361811040000, 08361812010000 to and including 08361812040000, 08361813010000 to and including 08361813040000

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR theIRIS

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR theIRIS (the “**Amendment**”), is made and executed as of the date first written below on the signature page and is effective when recorded in the office of the Salt Lake County Recorder by the CW The Iris, LLC, a Utah limited liability company (the “**Declarant**”).

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for theIRIS was recorded in the office of the Salt Lake County Recorder on August 18, 2025, as Entry No. 14423671 in Book 11593 on Page 7894 (the “**Declaration**”).
- B. Under Section 17.1 of the Declaration, the Declarant has the right to amend the Declaration without the consent of any other Owner during the Period of Declarant Control.
- C. The Declarant now desires to amend the Declaration to amend certain provisions for lending requirements for condominiums as required by federal lending agencies.
- D. Capitalized terms in this Declaration are defined herein or in the Declaration.

AMENDMENT

NOW, THEREFORE, for the reasons recited above and subject to the Restrictions set forth below, the Declarant hereby executes this Amendment. The Recitals above are incorporated into and made a part of this Amendment and the Declaration.

1. **Amendment.**

a. Paragraph B of the Recitals in the Declaration is amended and superseded by the following: The Declarant, with a principal office address of 610 North 800 West, Centerville, Utah, 84014, is the owner and developer of the that certain planned residential condominium development containing 28 Units (12 Units in phase 1 and 16 Units in phase 2) located on the real property in Salt Lake City in Salt Lake County, Utah, described in Exhibit A, and known as theIRIS (the “**Project**”).

b. Paragraph 13.4 of the Declaration is amended and superseded by the following: Determination not to Reconstruct without Termination. If Owners of seventy-five percent (75%) or more of the Undivided Interests and the majority of Lenders with a loan secured by a Unit vote not to rebuild, and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Undivided Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

c. Paragraph 13.5 of the Declaration regarding Negotiations with Insurer is deleted from the Declaration.

d. Paragraph 16.3 of the Declaration is amended and superseded by the following: Rights to Notice. A Lender will be entitled to timely written notice from the Association of:

(a) any condemnation loss or any casualty loss that affects a material portion of the Project;

(b) any delinquency in the payment of Assessment by the Owner of the Lot in which the Lender has a security interest where such delinquency has continued for a period of more than sixty (60) days;

(c) any lapse or cancellation of any insurance policy maintained by the Association; and/or

(d) any proposed action which would require the consent of a specified percentage of Lenders.

e. Paragraph 17.1 of the Declaration is amended and superseded by the following: Amendment by Declarant. During the Period of Declarant Control or so long as the Declarant owns one or more Units in the Project, the Declaration and the Plat may be amended solely by the Declarant without any additional approval required from the Owners, except for Lenders as set forth in Section 17.3. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent so long as the Declarant owns one or more Units in the Project. The Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

f. Paragraph 17.2 of the Declaration is amended and superseded by the following: Amendment by Owners. Subject to Lender's consent as required in Section 17.3, after all of the Declarant's Units have been sold to third parties, and the expiration of the Period of Declarant Control (whichever is later), this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the Undivided Interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. The amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an

entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required. Notwithstanding, the foregoing, the Owners' authority to amend the provisions of the Declarant Rights and Dispute Resolution Articles of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of the Declarant Rights and Dispute Resolution Articles shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

g. The following is added to the Declaration as Paragraph 17.3 with the original Paragraphs 17.3 and 17.4 of the Declaration to be amended to be Paragraphs 17.4 and 17.5, respectively: Lender Consent Required. A consent of the majority of Lenders holding first mortgage liens secured by a Unit is required for any amendment to the Declaration that materially and adversely affects the rights of Lenders holding first mortgage liens secured by a Unit.

h. Paragraph 18.3 of the Declaration is amended and superseded by the following: Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by consent of a majority of Lenders with a loan secured by a Unit. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the Salt Lake County Recorder and is effective only on recordation.

i. Paragraph 9.1 of the Bylaws, Exhibit B to the Declaration, is amended and superseded by the following: Amendments by Declarant. During the Period of Declarant Control, or so long as the Declarant owns one or more Units in the Project, the Declarant may amend the Bylaws for any reason, without Owner approval, subject to the requirement of Lender consent as set forth in Section 9.3. No other amendment shall be valid or enforceable during the period the Declarant owns at least one Unit unless the Declarant has given written consent to such amendment. Any amendment during the Period of Declarant Control shall be executed by the Declarant on behalf of the Association and shall become effective upon recordation in the office of the Salt Lake County Recorder.

j. Paragraph 9.3 is added to the Bylaws, Exhibit B to the Declaration, as follows: Lender Consent Required. A consent of the majority of Lenders holding first mortgage liens secured by a Unit is required for any amendment to the Declaration that materially and adversely affects the rights of Lenders holding first mortgage liens secured by a Unit.

2. **Conflicts.** All remaining provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.

3. **Incorporation and Supplementation of Amended Declaration.** This Amendment is supplemental to the Declaration, both of which, by reference, are made a part hereof, and all of the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically


modified herein, are to apply to this Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by a duly authorized representative.

DECLARANT

CW The Iris, LLC

a Utah limited liability company

By: 
Name: Colin Wright
Its: Manager
Date: 12-30-2025

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 30th day of December 2025, personally appeared before me Colin Wright who by me being duly sworn, did say that she/he, through the above-referenced managing entities, is an authorized representative of CW The Iris, LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public 

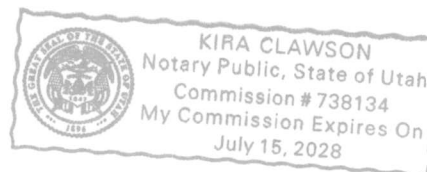


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Salt Lake County Parcel Nos.: 08361810010000, 08361811010000 to and including 08361811040000, 08361812010000 to and including 08361812040000, 08361813010000 to and including 08361813040000

More particularly described as:

Units 101-104, 201-204, 301-304, and all common areas of the IRIS Phase 1 plat recorded as Entry No. 14423670 in the Office of the Salt Lake County's Recorder.