



W3373692

After Recording Return To:
JAMES & KNOX, PLLC
P.O. Box 17001
Salt Lake City, UT 84117
(801) 810-7779

E# **3373692** PG 1 OF 9
B. Rahimzadegan, WEBER COUNTY RECORDER
18-Jun-25 0422 PM FEE \$186.00 DEP DA
REC FOR: JAMES & KNOX, PLLC
ELECTRONICALLY RECORDED

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANYON TERRACE CONDOMINIUMS**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Canyon Terrace Condominiums ("Third Amendment"), is made on the date evidenced below by the Canyon Terrace Homeowners Association, Inc. ("Association")

RECITALS

A. WHEREAS, certain real property in Weber County, Utah, was subjected to certain covenants, conditions and restriction pursuant to a Declaration of Covenants, Conditions and Restrictions for Canyon Terrace Condominium, recorded August 20, 1984, as Entry Number 916549, Book 1452, Page 241 in the Recorder's Office for Weber County, Utah (the "Declaration");

B. WHEREAS, the Declaration was supplemented and amended by the Supplementary Declaration of, and Amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Terrace Condominium ("First Amendment"), recorded October 5, 1984, as Entry Number 920540, Book 1455, Page 604 in the Recorder's Office for Weber County, Utah;

C. WHEREAS, the Declaration was supplemented and amended by the Second Supplementary Declaration of, and Amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Terrace Condominium ("Second Amendment"), recorded July 3, 1985, as Entry Number 941275, Book 1470, Page 1835 in the Recorder's Office for Weber County, Utah (all references to the "Declaration" herein shall include the First Amendment and Second Amendment to the Declaration);

D. WHEREAS, Canyon Terrace Homeowners Association is an association of homeowners of Canyon Terrace Condominiums, organized to administer and enforce the protective covenants, conditions and restrictions for the property owners of Canyon Terrace Condominiums (the "Association");

E. WHEREAS, the amendments to the Declaration contained herein have been brought before the Association for a vote for approval;

F. WHEREAS, pursuant to Section 25 of the Declaration, the undersigned officers hereby certify that the vote required by the Declaration has occurred and the affirmative vote of more than two-thirds (2/3) of the undivided interests in the common areas and facilities has been obtained approving this Third Amendment, and that all other requirements for amendment, if any, have been satisfied.

NOW THEREFORE, pursuant to the approval of the Association set forth above, the Declaration is hereby amended as follows:

AMENDMENT

The amendments created by this document are only intended to amend the specific sections of the Declaration listed below, and are not intended to supplant or supersede the Declaration as a whole. All portions of the Declaration not specifically amended hereby, remain in full force and effect. Any capitalized or defined terms used herein shall have the same definition or meaning set forth in the Declaration.

AMENDMENT TO SECTION 19 OF THE DECLARATION

Section 19 is hereby amended to add subparagraphs D through G to Section 19 of the Declaration as follows:

D. Limitations on Ability to Sell/Right of First Refusal. All liens created by the Declaration or assessments thereunder for Payment of Expenses pursuant to paragraph 18 in the Declaration will not adversely impact the rights of a mortgagee or its assignee to foreclose or take title to a Condominium Unit pursuant to the remedies in the mortgage, accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or sell or lease a unit acquired by the mortgagee or its assignee. The liens created for assessments upon any Condominium Unit are subject and subordinate to, and do not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith, and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 18 in the Declaration on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed pursuant to the Declaration to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, has the same effect and may be enforced in the same manner as provided in the Declaration.

E. Rights of Condominium Mortgagees and Guarantors. The Declaration and all Condominium Project documents hereby provide any mortgagee and guarantor of the mortgage on any Unit in the Property the right upon written request to the Association, to timely written notice of any condemnation that affects either a material portion of the Condominium Project or the Unit securing its mortgage, any Destruction or Damage of paragraph 15 in the Declaration, that affects the Condominium Project or the Unit securing its mortgage, any 60-day delinquency in the payment of assessments or charges owed pursuant to paragraph 18 of the Declaration by the Unit Owner of any Unit on which it holds the mortgage, a lapse, cancellation, or material

modification of any insurance policy pursuant to paragraph 17 in the Declaration, maintained by the Association of Unit Owners, and any proposed action that requires the consent of a specified percentage of mortgagees.

F. First Mortgagee's Rights Confirmed. No provision of the Condominium Project documents gives the Management Committee, a Condominium Unit Owner, or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Project, Condominium, or Unit.

G. Amendments to Project Documents. Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees representing at least 51% of the votes of Condominium Units that are subject to mortgages. Any action to terminate the legal status of the Project after substantial destruction or condemnation, or for other reasons to be agreed to by mortgagees that represent at least 51% of the Condominium votes of the Condominium Units that are subject to mortgages. An implied approval is assumed upon a mortgagee's failure to submit a response to any written proposal for an amendment within 60 days after receipt of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested. Notwithstanding the foregoing, documents recorded prior to August 23, 2007, may provide for implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

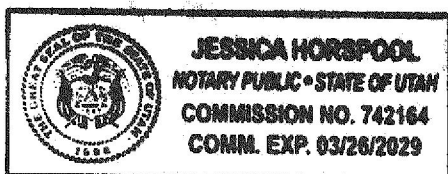
IN WITNESS WHEREOF, the Canyon Terrace Homeowners Association has executed
this Amendment this 12 day of June, 2025

CANYON TERRACE HOMEOWNERS ASSOCIATION

By: Laura Keinstead
Its: Authorized Representative

STATE OF UTAH)
)
) :SS
COUNTY OF Weber)

Laura Keirstead personally, appeared before me and acknowledged that he has knowledge of the facts set forth in this Amendment and that they believe that all statements made in this Amendment are true and correct. Subscribed and sworn to before me on June 12, 2025.



Jessica Horspool
Notary Public

Legal Description

All real property located within the following boundary description:

Part of the Northeast and the Southeast Quarter of Section 22, Township 6 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point due South 98.11 feet and due East 601.01 feet from the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 22; running thence South 77°53' East 145.80 feet; thence North 85°19'18" East 152.21 feet; thence North 58°48' East 172.00 feet; thence North 74°35'42" East 187.21 feet; thence South 67°29'15" East 104.89 feet; thence South 89°29' East to the Northeast corner of the Northwest Quarter of the Southeast Quarter; thence South 1°03' East 577.57 feet to the North line of the State Highway (Canyon Road); thence North 75°47'49" West 385.20 feet; thence North 77°31'23" West along said North line 372.23 feet; thence North 14°12'11" East 6.216 feet; thence along the arc of a 244.04 foot radius curve to the left 174.58 feet (long chord bears North 6°17'27" West 170.88 feet"; thence North 26°47'06" West 114.14 feet; thence North 63°12'54" East 97.11 feet to the point of beginning.

Including, but not limited to the following Parcels and corresponding Legal Descriptions:

	Bldg No.	Unit No.	Parcel No.	Legal Description
ds	1	1A	131850001	UNIT 1A, BUILDING 1, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	1	1B	131850002	UNIT 1B, BUILDING 1, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	1	1C	131850003	UNIT 1C, BUILDING 1, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	2	2A	131850004	UNIT 2A, BUILDING 2, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	2	2B	131850005	UNIT 2B, BUILDING 2, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	2	2C	131850006	UNIT 2C, BUILDING 2, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	3	3A	131850007	UNIT 3A, BUILDING 3, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	3	3B	131850008	UNIT 3B, BUILDING 3, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	3	3C	131850009	UNIT 3C, BUILDING 3, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	4	4A	131850010	UNIT 4A, BUILDING 4, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	4	4B	131850011	UNIT 4B, BUILDING 4, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	4	4C	131850012	UNIT 4C, BUILDING 4, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.

ds	5	5A	131850013	UNIT 5A, BUILDING 5, CANYON TERRACE CONDOMINIUM, OGDENCITY, WEBER COUNTY, UTAH.
ds	5	5B	131850014	UNIT 5B, BUILDING 5, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	5	5C	131850015	UNIT 5C, BUILDING 5, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	5	5D	131850016	UNIT 5D, BUILDING 5, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	5	5E	131850017	UNIT 5E, BUILDING 5, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	6	6A	131850018	UNIT 6A, BUILDING 6, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	6	6B	131850019	UNIT 6B, BUILDING 6, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	6	6C	131850020	UNIT 6C, BUILDING 6, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	6	6D	131850021	UNIT 6D, BUILDING 6, CANYON TERRACE CONDOMINIUM, OGDEN CITY, WEBER COUNTY, UTAH.
ds	7	7A	131880001	UNIT 7A, BUILDING 7, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	7	7B	131880002	UNIT 7B, BUILDING 7, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	7	7C	131880003	UNIT 7C, BUILDING 7, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	7	7D	131880004	UNIT 7D, BUILDING 7, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	8	8A	131880005	UNIT 8A, BUILDING 8, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	8	8B	131880006	UNIT 8B, BUILDING 8, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	9	9A	131880007	UNIT 9A, BUILDING 9, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	9	9B	131880008	UNIT 9B, BUILDING 9, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	9	9C	131880009	UNIT 9C, BUILDING 9, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.

ds	9	9D	131880010	UNIT 9D, BUILDING 9, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	10	10A	131880011	UNIT 10A, BUILDING 10, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	10	10B	131880012	UNIT 10B, BUILDING 10, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	10	10C	131880013	UNIT 10C, BUILDING 10, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	11	11A	131880014	UNIT 11A, BUILDING 11, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	11	11B	131880015	UNIT 11B, BUILDING 11, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	11	11C	131880016	UNIT 11C, BUILDING 11, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	11	11D	131880017	UNIT 11D, BUILDING 11, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
	11	11E	131880018	UNIT 11E, BUILDING 11, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CTIY, WEBER COUNTY, UTAH.
ds	12	12A	131880019	UNIT 12A, BUILDING 12, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	12	12B	131880020	UNIT 12B, BUILDING 12, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	12	12C	131880021	UNIT 12C, BUILDING 12, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	13	13A	131880022	UNIT 13A, BUILDING 13, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	13	13B	131880023	UNIT 13B, BUILDING 13, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	13	13C	131880024	UNIT 13C, BUILDING 13, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.

ds	13	13D	131880025	UNIT 13D, BUILDING 13, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	13	13E	131880026	UNIT 13E, BUILDING 13, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	14	14A	131880027	UNIT 14A, BUILDING 14, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	14	14B	131880028	UNIT 14B, BUILDING 14, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	14	14C	131880029	UNIT 14C, BUILDING 14, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	15	15A	131880030	UNIT 15A, BUILDING 15, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	15	15B	131880031	UNIT 15B, BUILDING 15, CANYON TERRACE CONDOMINIUM PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	15	15C	131880032	UNIT 15C, BUILDING 15, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	15	15D	131880033	UNIT 15D, BUILDING 15, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	16	16A	131880034	UNIT 16A, BUILDING 16, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	16	16B	131880035	UNIT 16B, BUILDING 16, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	16	16C	131880036	UNIT 16C, BUILDING 16, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	16	16D	131880037	UNIT 16D, BUILDING 16, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	17	17A	131880038	UNIT 17A, BUILDING 17, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	17	17B	131880039	UNIT 17B, BUILDING 17, CANYON TERRACE CONDOMINIUM, PHASE TWO, GODEN CITY, WEBER COUNTY, UTAH.

ds	17	17C	131880040	UNIT 17C, BUILDING 17, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	17	17D	131880041	UNIT 17D, BUILDING 17, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	18	18A	131880042	UNIT 18A, BUILDING 18, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	18	18B	131880043	UNIT 18B, BUILDING 18, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	18	18C	131880044	UNIT 18C, BUILDING 18, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	19	19A	131880045	UNIT 19A, BUILDING 19, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	19	19B	131880046	UNIT 19B, BUILDING 19, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	19	19C	131880047	UNIT 19C, BUILDING 19, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	19	19D	131880048	UNIT 19D, BUILDING 19, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	20	20A	131880049	UNIT 20A, BUILDING 20, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	20	20B	131880050	UNIT 20B, BUILDING 20, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	20	20C	131880051	UNIT 20C, BUILDING 20, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	21	21A	131880052	UNIT 21A, BUILDING 21, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	21	21B	131880053	UNIT 21B, BUILDING 21, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	21	21C	131880054	UNIT 21C, BUILDING 21, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.

ds	21	21D	131880055	UNIT 21D, BUILDING 21, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	22	22A	131880056	UNIT 22A, BUILDING 22, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	22	22B	131880057	UNIT 22B, BUILDING 22, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	22	22C	131880058	UNIT 22C, BUILDING 22, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	22	22D	131880059	UNIT 22D, BUILDING 22, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
ds	22	22E	131880060	UNIT 22E, BUILDING 22, CANYON TERRACE CONDOMINIUM, PHASE TWO, OGDEN CITY, WEBER COUNTY, UTAH.
			131880061	ALL COMMON AREA WITHIN CANYON TERRACE COND PH2.
			131850022	ALL COMMON AREA WITHIN CANYON TERRANCE COND.