

4340849

FIRST AMENDMENT TO THE AMENDED DECLARATION  
OF CONDOMINIUM OF  
CANYON RACQUET CLUB CONDOMINIUMS,  
A Condominium Project

THIS First Amendment to the Amended Declaration of Condominium of Canyon Racquet Club Condominiums, containing covenants, conditions and restrictions relating to Canyon Racquet Club Condominiums, a Condominium Project, is made on the 11th day of April, 1986, by Jerald Himsaker

and Michael L. Verkler  
as the duly elected Board of Trustees of the CRCC Owners Association upon authority granted by the Unit Owners by the affirmative approval and consent of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities.

R E C I T A L S :

A. The Declaration of Canyon Racquet Club Condominium dated July 14, 1981 and executed by G.H. Bagley, Inc., a Utah corporation was recorded on the 14th day of July, 1981 as Entry No. 3585269, in Book 5270, on Page 1593, Official Records of Salt Lake County, State of Utah, respecting the following described property:

All Units contained within THE CANYON RACQUET CLUB CONDOMINIUM as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 3585268, in Book 81-7, at Page 110, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of THE CANYON RACQUET CLUB CONDOMINIUM, recorded in Salt Lake County, Utah on July 14, 1981, as Entry No. 3585269, in Book 5270, at Page 1593, TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Condominium providing for periodic alteration both in magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates, (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The nonexclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

B. The Amended Declaration of Condominium of Canyon Racquet Club Condominiums dated August 27, 1985, and executed by Syndee

BOOK 583A PAGE 540

Kemp, Jerald Hunsaker and Michael L. Verkler constituting the Board of Trustees of CRCC Owners Association, was recorded September 27, 1985 as Entry No. 41443350, in Book 5694, on Page 2958, Official Records of Salt Lake County, State of Utah.

C. Pursuant to the terms and conditions of the Amended Declaration of Condominium, Owners of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities, in response to a written notice and ballot, gave their approval and consent to amend the Amended Declaration of Condominium of Canyon Racquet Club Condominiums as hereinafter provided.

D. The following are the approved and adopted provisions constituting the First Amendment to the Amended Declaration of Condominium of Canyon Racquet Club Condominiums.

The undersigned, the duly elected officers of CRCC Owners' Association do hereby certify that on the 20th day of March, 1986, a Notice of Intent to amend the Amended Declaration of Condominium of Canyon Racquet Club Condominium, together with the text of the proposed Amendment and a Ballot was mailed to all Unit Owners, certified mail, return receipt requested, seeking their approval and consent to the proposed amendment and that Owners of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities have responded by returning their ballot marked affirmatively giving their consent and approval to the proposed amendment. Therefore, the following First Amendment to the Amended Declaration of Condominium of Canyon Racquet Club Condominiums is hereby adopted:

#### AMENDMENT

Section 10(b) shall be amended adding the following subparagraph as 10(b)(15):

(15) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, licenses, over, under, across and through the Common Areas and Facilities, in favor of specific Unit Owners for the following specifically authorized purposes:

(i) The installation of architecturally and visually compatible skylights in the roofs over the Units;

(ii) The construction of architecturally and visually compatible fences around the patio pads of the ground-level Units;

(iii) The placing and installation of architecturally and visually compatible hot tubs, spas, or the like upon the decks or patios contiguous to the Units, including running the necessary power and water supply from the Unit through the exterior wall to the hot tub, spa or the like or the placing and installation of hot tubs, spas, or the like inside the Unit

BOOK 5834 PAGE 541

Owner's Unit, including penetrating Unit walls in order to install the necessary plumbing and electrical connections.

Any Owner requesting and being granted the right to construct or install the above-described improvements shall be bound by the following provisions constituting enforceable equitable servitudes on the Unit of the Unit Owner:

(i) The Unit Owner shall be strictly liable for any damage whatsoever resulting from the installation, operation or use of any of the above-described improvements including but not limited to damage to the Common Areas and Facilities or structures and damage to the Units or contents of other Unit Owners.

(ii) The Unit Owner shall be solely responsible for the care and maintenance of the above-described improvements except for the painting of fences which shall be performed by the Association in conjunction with the exterior painting of the Project.

(iii) The Unit Owner shall install hot tubs, spas or the like at their own risk and shall 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 hot tubs, spas or the like or damage resulting from the extra weight of the hot tubs, spas or the like 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 a hot tub, spa or the like.

(iv) The Unit Owner may not maintain or operate a hot tub, spa or the like in a location or manner that constitutes a nuisance or annoyance to other Unit Owners resulting from the noise generated by the operation of the same.

(v) The Unit Owner shall bear sole responsibility for the maintenance, use and operation of hot tubs, spas or the like and shall be obligated to indemnify and hold harmless the Association and the Board of Trustees from and against all costs, expenses and liabilities whatsoever, including, without limitation, attorneys 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 hot tubs, spas or the like on the deck or patio contiguous to the Unit Owner's Unit.

The Association by and through its duly elected Board of Trustees, shall have the right to set standards with regard to the quality and style of improvements permitted and shall have the right to make decisions respecting the necessary maintenance and repair of the above-described improvements and may demand at any time that the Unit Owner perform such repairs, maintenance, alterations or replacement of such improvements as the Board of Trustees, in their sole discretion, shall deem necessary. In the event the Unit Owner fails to perform the

requested maintenance, repairs, alterations or replacements 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 Owners 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.

In the event of structural damage caused by the placement or installation of the hot tubs, spas or the like to decks or patio pads, the Board of Trustees in addition to the rights set forth above, may revoke the license granted to the Unit Owners to have and maintain a hot tub, spa or the like unless and until the Unit Owner agrees to pay and makes arrangements for payment to reconstruct the deck or supporting structures or patio pad in a manner sufficient to support the weight of the hot tub, spa or the like. Such costs shall be deemed a special assessment under paragraph 17 of the Amended Declaration.

IN WITNESS WHEREOF, this First Amendment to the Amended Declaration has been executed this 22nd day of October, 1986.

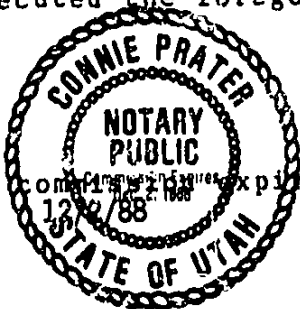
CRCC BOARD OF TRUSTEES

*[Handwritten signature]*  
*[Handwritten signature]*

STATE OF UTAH :

COUNTY OF SALT LAKE :

On the 22nd day of Oct, 1986, personally appeared before me Jerald Mansaker, a member of the Board of Trustees of CRCC, who duly acknowledged to me that (s)he executed the foregoing.



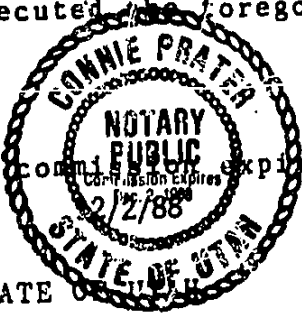
*[Handwritten signature]*  
Notary Public  
Residing at: Salt Lake County, Utah

BOOK 5834 PAGE 543

STATE OF UTAH :

COUNTY OF SALT LAKE :

On the 22nd day of Oct., 1986, personally appeared before me Michael L. Verkler, a member of the Board of Trustees of CRCC, who duly acknowledged to me that (s)he executed the foregoing.



My commission expires:

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

STATE OF UTAH :

COUNTY OF SALT LAKE :

On the \_\_\_\_\_ day of March, 1986, personally appeared before me \_\_\_\_\_, a member of the Board of Trustees of CRCC, who duly acknowledged to me that (s)he executed the foregoing.

\_\_\_\_\_  
Notary Public  
Residing at:

My commission expires:

2850

740 E. 3900 So.  
S.L.C., ut. 84107  
BOOK 5834 PAGE 544  
KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY  
UTAH  
Oct 30 2 51 PM '86  
Dennis R. James  
REQ OF \_\_\_\_\_ DEP \_\_\_\_\_  
Jill Bogenschutz  
JEFF ROGERSCHUTZ