

When recorded, please mail to:
Mountain Vista Development, Inc.
688 East 12225 South Suite 201
Draper, Utah 84020

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CANYON VILLAGE-RUST PHASE 1 CONDOMINIUMS**

The Declaration of Covenants, Conditions, and Restrictions for Canyon Village-Rust Phase 1 Condominiums (the "Declaration") was recorded as Document No. 488426 in the office of the Tooele County Recorder on June 19, 2019 against the following described real property within Tooele County, Utah:

See Exhibit A

(The property described in Exhibit A is hereinafter referred to as "Property")

WHEREAS, Article IX, Section 9.5 provides that Declarant shall have and be vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable under certain conditions; and,

WHEREAS, the Declarant currently retains sufficient control of units within Canyon Village-Rust Phase 1 Condominiums and conditions are met for the amendment contemplated herein.

NOW THEREFORE, in accordance with the Declaration, and having the necessary authority, the Declaration is hereby amended as follows:

ARTICLE I, Section 1.5 shall be stricken and amended in its entirety and shall hereafter read as follows:

- 1.5 **Association.** Association shall mean the CANYON VILLAGE-RUST PHASE 1 CONDOMINIUM OWNERS ASSOCIATION, INC., a Utah non-profit corporation formed under the Nonprofit Corporation Law of the State of Utah, its successors and assigns. Throughout the Declaration, where reference is made to the Canyon Village Rust Condominium Owners Association, those references shall refer to and include the Canyon Village-Rust Phase 1 Condominium Owners Association, Inc., a Utah non-profit corporation.

ARTICLE I, Section 1.11 shall be stricken and amended in its entirety and shall hereafter read as follows:

- 1.1 **Common Area.** Common Area means that portion of property owned by the Association, shown on the Plat as Common Area/Open Space or otherwise not private

ACCOMODATION RECORDING ONLY:

Sutherland Title Company makes no representation as to the condition of title and assumes no liability or responsibility for the validity, sufficiency, or effect of this recording.

area and not limited common area and thus dedicated to the common use and enjoyment of the owners and all improvements constructed thereon, and shall include and mean:

- a. The land on the Plat that is not delineated as Private Ownership (which are Units) or Limited Common Area, whether leasehold or in fee simple;
- b. As applicable, yards, gardens, parking areas, and storage spaces not part of the Limited Common Area or part of a Unit (or Private Area);
- c. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all Owners, such as telephone, electricity, natural gas, water, cable television, and sewer;
- d. All other parts of the Condominium Project (excepting the Units) necessary or convenient to its existence, maintenance, and safety, or normally in common use.

ARTICLE II, Section 2.1, shall be stricken and amended in its entirety and shall hereafter read as follows:

- 2.1 **Description of Boundaries of Each Unit and Unit Number.** The private ownership space and Unit Number of each of the Units within the Condominium Project are set forth on the Plat.

ARTICLE II, Section 2.12, shall be added in its entirety to the Declaration such that it shall hereafter read as follows:

PARTY WALLS

- 2.12 **Party Walls.** Each wall which is built as a part of the original construction upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Sub-Lessees who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, then to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Sub-Lessee who has used the wall may restore it, and if the other Sub-Lessees thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Sub-Lessees to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this article, a Sub-Lessee who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said

protection is not covered by insurance and paid for out of the proceeds of the same. The right of any Sub-Lessee to contribution from any other Sub-Lessee under this article shall be appurtenant to the land and shall pass to such Sub-Lessee's successors-in-title. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose the arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written consent to do so, the Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE XIII, shall be stricken and amended in its entirety and shall hereafter read as follows:


- 8.1 **Insurance Obligations of Owners.** Each Owner shall secure and keep in force at all times fire, casualty, and extended coverage insurance which shall be equal to or greater than at least that commonly required by private institutional mortgage investors in the area in which the premises are located on the units designated as "Private Ownership" on the Plat and consistent with Party Walls law. The policy of each owner should provide, as a minimum, fire, casualty, and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to cover expected losses where the amount of coverage shall be sufficient so that in the event of any damage or loss to the premises of a type covered by the insurance, the insurance proceeds shall provide at least the greater of: (i) compensation equal to the full amount of damage or loss, or (ii) compensation to the first Mortgagee under the mortgage equal to the full amount of the unpaid principal balance of the Mortgage Loan.
- 8.2 **Casualty Insurance on Common Area.** The Association shall secure and at all times maintain a policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of any improvements on the Common Area. Because these condominiums are site specific condominiums akin to townhomes, it is anticipated that property and liability insurance as shall be required under U.C.A. § 57-8-43 (and as amended) will only apply to common areas and not to site specific structures or party walls. The Association shall also maintain for itself the same insurance contemplated by the Master Canyon Village Rust Declaration for the Canyon Village Rust Owners Association. The Board may elect to take advantage of discounts and/or improved coverage that may be afforded by a master policy of insurance. If the Board elects so to do, such policy would be a supplement to the insurance obtained by the site specific owners and could be in an amount equal to full replacement value of all Condominiums with a co-insurance clause and each owner of such Condominiums shall be designated as additional insured. The cost of such insurance would be part of the assessment for such Condominium. In this event the insurance cost may be specifically charged to those Condominiums.
- 8.3 **Liability Insurance.** The Directors shall obtain a comprehensive policy of public liability insurance covering all the Common Area for at least \$1,000,000.00 per

occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas.

8.4 **Fidelity Insurance.** The Directors may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Directors shall seek a policy which shall (1) name the Association as obligee or beneficiary, (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

IN WITNESS WHEREOF, Declarant executed this Declaration on the 26th day of May, 2020.

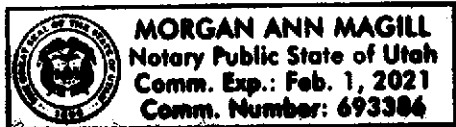
DECLARANT:
MOUNTAIN VISTA DEVELOPMENT,
INC.


By: Derek Ellis
Its: VP

STATE OF UTAH,)
)
) :SS.
COUNTY OF Salt Lake)
) 26th

Derek Ellis

On this day of May, 2020, personally appeared before me ~~Morgan Magill~~ who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is a Vice President of Mountain Vista Development, Inc., a Utah Corporation, and that he executed the foregoing Declaration on behalf said corporation being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.



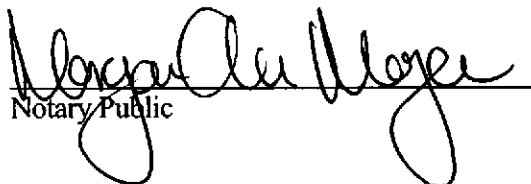

Notary Public

Exhibit A
Legal description

Units 101 through 124, inclusive, contained within CANYON VILLAGE - RUST PHASE 1 CONDOMINIUMS, as the same is identified on the official plat of said Condominium Project recorded in the Office of the County Recorder, Tooele County, State of Utah, on June 19, 2019, as Entry No. 488425, and further defined and described in the Declaration thereof recorded June 19, 2019, as Entry No. 488426, of official records (as said Map and Declaration may heretofore be amended and/or supplemented). 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 the 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 non-exclusive 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.

Unit 101 Tax Parcel No.: 20-071-0-0101
 Unit 103 Tax Parcel No.: 20-071-0-0103
 Unit 105 Tax Parcel No.: 20-071-0-0105
 Unit 107 Tax Parcel No.: 20-071-0-0107
 Unit 109 Tax Parcel No.: 20-071-0-0109
 Unit 111 Tax Parcel No.: 20-071-0-0111
 Unit 113 Tax Parcel No.: 20-071-0-0113
 Unit 115 Tax Parcel No.: 20-071-0-0115
 Unit 117 Tax Parcel No.: 20-071-0-0117
 Unit 119 Tax Parcel No.: 20-071-0-0119
 Unit 121 Tax Parcel No.: 20-071-0-0121
 Unit 123 Tax Parcel No.: 20-071-0-0123

Unit 102 Tax Parcel No.: 20-071-0-0102
 Unit 104 Tax Parcel No.: 20-071-0-0104
 Unit 106 Tax Parcel No.: 20-071-0-0106
 Unit 108 Tax Parcel No.: 20-071-0-0108
 Unit 110 Tax Parcel No.: 20-071-0-0110
 Unit 112 Tax Parcel No.: 20-071-0-0112
 Unit 114 Tax Parcel No.: 20-071-0-0114
 Unit 116 Tax Parcel No.: 20-071-0-0116
 Unit 118 Tax Parcel No.: 20-071-0-0118
 Unit 120 Tax Parcel No.: 20-071-0-0120
 Unit 122 Tax Parcel No.: 20-071-0-0122
 Unit 124 Tax Parcel No.: 20-071-0-0124