

When Recorded Return To:
RIVER RUN SF, LLC
42 E. 1100 S., Suite 1A
American Fork, Utah 84003



ENT 53341:2025 Pg 1 of 11
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jul 17 01:15 PM FEE 44.00 BY TH
RECORDED FOR RIVER RUN SF LLC

**FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR CONDOS AT RIVER RUN**

This *Fourteenth Amendment to Declaration of Condominium for Condos at River Run* ("**Amendment**") is made by RIVER RUN SF, LLC, a Utah limited liability company ("**Declarant**") and Keystone Construction, LLC ("**Current Owner**") effective as of the date set forth below.

RECITALS

A. Declarant has previously executed and caused to be recorded that certain *Declaration of Condominium for Condos at River Run* (as amended, "**Declaration**") which was recorded in the office of the Utah County Recorder on July 11, 2024, as Entry No. 46140:2024. The Declaration was recorded against the real property in Utah County identified in the Declaration ("**Property**") as set forth on **Exhibit A** attached hereto.

B. Declarant and Current Owner have previously caused various amendments to the Declaration to be recorded (collectively, the "**Prior Amendments**").

C. In accordance with Section 10.6.2 and Section 11.3 of the Declaration, during the Development Period the Declarant may unilaterally amend the Declaration without the consent of any other Unit Owner.

D. The Development Period has not expired.

NOW THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

1. **DEFINITIONS:** Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Declaration.

2. **AMENDMENT TO DEVELOPMENT PERIOD.** Section 1.12 of the Declaration is deleted in its entirety and replaced with the following language:

1.12 "**Development Period**" means a period of time during which the Declarant can expand the Project and during which the Declarant will have certain

development rights with respect to the Project. The Development Period will continue until the earlier of (a) six (6) years from the date of the recording of the Declaration or (b) one hundred twenty (120) days after the Declarant no longer owns any Unit or other portion of the Property; provided, however, that Declarant may voluntarily terminate the Development Period at anytime by recording written notice of such termination in the office of the County Recorder. The Development Period may continue notwithstanding the expiration of the Period of Administrative Control. In addition to other rights provided for herein, during the Development Period, Declarant will, notwithstanding the expiration of the Period of Administrative Control, continue to have the rights provided for in Section 10.3, Section 10.5 (and subparts), and Section 10.6 (and subparts).

3. AMENDMENT TO PERIOD OF ADMINISTRATIVE CONTROL. Section 1.24 of the Declaration is deleted in its entirety and replaced with the following language:

1.24 **"Period of Administrative Control"** means the period during which the Declarant (or a successor in interest), retains the authority to appoint or remove all members of the Management Committee, pursuant to Section 10.2 of this Declaration. The Project is expandable and, as such, the Period of Administrative Control will continue until the earlier of: (a) six (6) years from the date of the recording of the Declaration; (b) the date on which three-fourths of all Units in all of the Plats which are part of the Property, or may be added to the Property, have been conveyed by Owners other than Declarant; or (c) any time limit for the Period of Administrative Control set forth in the Condominium Act has expired. This definition is intended to align with the provisions and intent of Section 57-8-16.5 of the Act, and any conflict between this Declaration and the Act shall be resolved in favor of the Act.

4. MODIFICATIONS TO LEASE RESTRICTIONS. The following sentence is hereby added to Section 3.2 of the Declaration:

"Notwithstanding any contrary provisions in this Declaration, restrictions on leasing shall not apply when prohibited by the Act."

5. NOTIFICATION OF FIRST MORTGAGEE. Section 7.8 of the Declaration is deleted in its entirety and replaced with the following language.

7.8. **Notification of First Mortgagee.** Subject to Section 9.3, the Management Committee shall promptly notify in writing any first Mortgagee of any individual Unit of any default in performance of the terms of this Declaration by the Unit Owner which is not cured within sixty (60) days, but only if such Mortgagee has made a request to the Association to be so notified.

6. **MORTGAGEE APPROVAL.** Section 9.1 of the Declaration is deleted in its entirety and replaced with the following language.

9.1. Approval Required. Decisions which can be made by Declarant unilaterally under the terms of this Declaration shall not require any Mortgagee approval. Otherwise, and in addition to any other approvals required by this Declaration or the Bylaws, the prior approval of at least 51% of the first Mortgagees ("**Eligible Holders**") (based upon one vote for each Mortgage owned) must be obtained for the following:

9.1.1. Any material amendment to this Declaration or the Bylaws. Except for an amendment to the Declaration or Bylaws if its purpose is clarification or to correct technical errors, a change to a provision of the Declaration or Bylaws regarding the following would be considered as material: (1) voting rights; (2) funding of reserves for maintenance, repair, and replacement of the Common Areas; (3) general responsibility for maintenance and repairs (excluding minor changes); (4) redefinition of any Unit boundaries; (5) convertibility of Units into Common Area or vice versa; (6) expansion or contraction of the Property, or the addition, annexation, or withdrawal of property from the Property; (7) insurance or fidelity bond; (8) restoration or repair of the Property (after a hazard damage or partial condemnation); (9) action to terminate the legal status of the Property after substantial destruction or condemnation occurs or for other reasons; (10) assessments, assessment liens, or subordination of such liens; (11) rights to use of Common Areas; (12) the interest in the general or Limited Common Area; (13) leasing of Units; (14) any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey the Unit; or (15) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

9.1.2. Insurance Proceeds. Use of hazard insurance proceeds for losses to any Project property for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute.

7. **RIGHTS OF ELIGIBLE HOLDERS.** Section 9.3 of the Declaration is deleted in its entirety and replaced with the following language.

9.3. Rights of Eligible Holders. In addition to the approvals required and the rights provided above, each Eligible Holder shall have the following rights: (1) the right to examine the books and records of the Association upon reasonable notice and at reasonable times; (2) the right, upon request, to

receive an annual financial statement of the Association within ninety days following the end of any fiscal year of the Association; (3) upon request, written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings; (4) upon request to the Association, the right to timely written notice of any proposed termination of the condominium regime; (5) the right to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Unit on which the Eligible Holder holds a Mortgage interest; (6) the right to timely written notice of any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a Mortgage of the Eligible Holder, where such delinquency has continued for a period of 60 days; (7) the right to timely written notice of and any lapse, cancellation or material modification of any insurance policy maintained by the Association. Notwithstanding the foregoing, it shall be the responsibility of each Eligible Holder or the applicable Unit Owner to provide the Association with the current name, mailing address, and other contact information for such Eligible Holder. The Association shall have no liability for any failure to provide any required notice to a Mortgagee where the Association has not been provided with accurate and current contact information for the Eligible Holder.

8. SCOPE OF AMENDMENT. Except as expressly modified herein, the Declaration remains in full force and effect. In the event of a conflict between this Amendment and the Declaration, as previously amended by any of the Prior Amendments, this Amendment will control.

[Signatures and Acknowledgments to Follow]

NOW THEREFORE, Declarant has executed this Amendment effective as of the
17 day of July, 2025.

DECLARANT

RIVER RUN SF, LLC, a Utah limited
 liability company

By: [Signature]
 Name: Jacob Horan
 Title: Declarant

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of
July, 2025, by Jacob Horan as
Declarant of RIVER RUN SF, LLC.

[Signature]
 Notary Public



CURRENT OWNER

KEYSTONE CONSTRUCTION, LLC, a
Utah limited liability company

By: [Signature]
Name: Jacob Horan
Title: President / manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of July, 2025, by Jacob Horan as Manager of KEYSTONE CONSTRUCTION, LLC.

[Signature]
Notary Public



CERTIFICATION

Pursuant to Section 11.4 of the Declaration, the undersigned as President of the Association, certifies that the Amendment was adopted in accordance with the Declaration.

[Signature]
President of the Association

EXHIBIT A
LEGAL DESCRIPTION

RIVER RUN CONDOS PLAT 1 BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°12'30" WEST 1609.00 FEET ALONG THE SECTION LINE AND EAST 901.56 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 03°02'37" EAST 63.54 FEET; THENCE SOUTH 86°57'23" EAST 169.18 FEET; THENCE SOUTH 09°09'47" WEST 53.28 FEET; THENCE SOUTH 03°02'37" WEST 25.56 FEET; THENCE NORTH 86°57'23" WEST 148.50 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N41°57'23"W 21.21 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.30 ACRES.

RIVER RUN CONDO PLAT 2 AMD BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED N00°12'30"W 1710.59 FEET ALONG THE SECTION LINE AND EAST 781.41 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE 4.64 FEET ALONG THE ARC OF A 9.50 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N11°14'26"W 4.59 FEET); THENCE NORTH 03°02'37" EAST 8.05 FEET; THENCE NORTH 86°57'23" WEST 0.54 FEET; THENCE NORTH 02°44'56" EAST 129.58 FEET; THENCE SOUTH 87°15'04" EAST 68.09 FEET; THENCE SOUTH 03°02'37" WEST 142.43 FEET; THENCE NORTH 86°57'23" WEST 65.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.22 ACRES.

RIVER RUN CONDO PLAT 3 AMD BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED N00°12'30"W 1852.59 FEET ALONG THE SECTION LINE AND EAST 787.13 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 02°44'56" EAST 33.08 FEET; THENCE NORTH 00°07'50" EAST 107.85 FEET; THENCE EAST 18.57 FEET; THENCE NORTH 14.00 FEET; THENCE EAST 56.01 FEET; THENCE SOUTH 03°02'37" WEST 158.39 FEET; THENCE NORTH 87°15'04" WEST 68.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES.

RIVER RUN CONDO PLAT 4 AMD BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°12'30" WEST 2007.50 FEET ALONG THE SECTION LINE AND EAST 808.09 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 14.00 FEET; THENCE WEST 18.51 FEET; THENCE NORTH 00°07'50" EAST 137.82 FEET; THENCE SOUTH 89°52'10" EAST 85.77 FEET; THENCE SOUTH 03°02'37" WEST 18.95 FEET; THENCE SOUTH 05°43'06" WEST 75.00 FEET; THENCE SOUTH 03°02'37" WEST 58.15 FEET; THENCE WEST 56.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES.

RIVER RUN CONDO PLAT 5 AMD BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°12'30" WEST 2052.35 FEET ALONG THE SECTION LINE AND EAST 926.74 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 03°02'37" EAST 10.00 FEET; THENCE NORTH 05°43'06" EAST 75.00 FEET; THENCE NORTH 03°02'37" EAST 58.11 FEET; THENCE SOUTH 87°10'46" EAST 26.00 FEET; THENCE SOUTH 86°57'23" EAST 48.00 FEET; THENCE SOUTH 03°02'37" WEST 149.55 FEET; THENCE WEST 67.06 FEET; THENCE 16.24 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N43°28'42"W 14.51 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES.

RIVER RUN CONDO PLAT 6 AMD BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°12'30" WEST 1907.86 FEET ALONG THE SECTION LINE AND EAST 918.53 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 03°02'37" EAST 64.62 FEET; THENCE 15.18 FEET ALONG THE ARC OF A 10.00-FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N46°31'18" EAST 13.76 FEET); THENCE EAST 145.17 FEET; THENCE 33.22 FEET ALONG THE ARC OF A 160.00-FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS N84°03'10" EAST 33.16 FEET); THENCE SOUTH 59.44 FEET; THENCE WEST 30.00 FEET; THENCE SOUTH 15.00 FEET; THENCE 4.70 FEET ALONG THE ARC OF A 3.00-FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S44°54'32" WEST 4.24 FEET); THENCE WEST 158.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.31 ACRES.

RIVER RUN CONDO 7 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1985.29 FEET ALONG THE SECTION LINE AND EAST 1110.38 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE 8.44 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N76°35'40"E 8.44 FEET); THENCE 44.91 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N67°02'29"E 44.76 FEET); THENCE N59°00'00"E 84.93 FEET; THENCE S31°00'05"E 73.51 FEET; THENCE S59°00'00"W 150.64 FEET; THENCE WEST 30.97 FEET; THENCE NORTH 77.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRES.

RIVER RUN CONDO 8 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1585.34 FEET ALONG THE SECTION LINE AND EAST 1063.94 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N03°02'37"E 25.56 FEET; THENCE N09°09'47"E 53.28 FEET; THENCE S86°57'23"E 0.80 FEET; THENCE S80°50'13"E 145.98 FEET; THENCE S09°09'47"W 80.33 FEET; THENCE NORTHWESTERLY 135.41 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°22'03", THE CENTER OF WHICH BEARS S17°24'42"W; THENCE N86°57'23"W 9.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES.

RIVER RUN CONDO 9 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1560.88 FEET ALONG THE SECTION LINE AND EAST 1205.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N09°09'47"E 80.33 FEET; THENCE S80°50'13"E 17.64 FEET; THENCE SOUTHEASTERLY 25.20 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°35'39", THE CENTER OF WHICH BEARS S09°09'47"W; THENCE S64°14'35"E 44.96 FEET; THENCE SOUTHEASTERLY 20.47 FEET ALONG THE ARC OF A 587.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°59'52", THE CENTER OF WHICH BEARS S25°45'25"W; THENCE S62°14'43"E 68.75 FEET; THENCE S27°45'17"W 65.70 FEET; THENCE SOUTHWESTERLY 24.59 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 93°53'57", THE CENTER OF WHICH BEARS N62°13'53"W; THENCE

NORTHWESTERLY 134.49 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°16'12", THE CENTER OF WHICH BEARS S31°40'55"W, TO THE POINT OF BEGINNING.

CONTAINING 0.30 ACRES.

RIVER RUN CONDO 10 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1452.43 FEET ALONG THE SECTION LINE AND EAST 1399.41 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTHWESTERLY 20.76 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 79°17'51", THE CENTER OF WHICH BEARS N38°27'27"E; THENCE N27°48'25"E 74.86 FEET; THENCE S62°32'45"E 149.45 FEET; THENCE SOUTHEASTERLY 5.16 FEET ALONG THE ARC OF A 563.00-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°31'29", THE CENTER OF WHICH BEARS N27°27'15"E; THENCE S26°55'46"W 98.68 FEET; THENCE NORTHWESTERLY 144.52 FEET ALONG THE ARC OF A 557.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°51'11", THE CENTER OF WHICH BEARS N23°36'16"E, TO THE POINT OF BEGINNING.

CONTAINING 0.34 ACRES

RIVER RUN CONDO 11 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1378.13 FEET ALONG THE SECTION LINE AND EAST 1522.63 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N26°55'46"E 98.68 FEET; THENCE SOUTHEASTERLY 123.59 FEET ALONG THE ARC OF A 563.00-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°34'41", THE CENTER OF WHICH BEARS N26°55'46"E; THENCE S75°38'55"E 17.22 FEET; THENCE S14°21'05"W 89.63 FEET; THENCE N76°00'00"W 68.26 FEET; THENCE NORTHWESTERLY 93.45 FEET ALONG THE ARC OF A 557.50-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9°36'16", THE CENTER OF WHICH BEARS N14°00'00"E TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRES.

RIVER RUN CONDO 12 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT LOCATED N00°12'30"W 1331.53 FEET ALONG THE SECTION LINE AND EAST 1677.06 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N14°21'05"E 89.63 FEET; THENCE S75°38'55"E 173.62 FEET; THENCE SOUTHEASTERLY 61.49 FEET ALONG THE ARC OF A 446.00-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 7°53'57", THE CENTER OF WHICH BEARS S82°32'31"W; THENCE SOUTHWESTERLY 7.11 FEET ALONG THE ARC OF A 554.00-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°44'07", THE CENTER OF WHICH BEARS S89°33'32"E; THENCE SOUTHWESTERLY 25.20 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°14'31", THE CENTER OF WHICH BEARS S89°42'22"W; THENCE NORTHWESTERLY 64.30 FEET ALONG THE ARC OF A 457.50 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°03'08", THE CENTER OF WHICH BEARS N05°56'52"E; THENCE N76°00'00"W 117.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES.