

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attention: City Recorder
P.O. Box 1480
Park City, Utah 84060

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Page 1 of 7

Rhonda Francis Summit County Recorder

11/18/2020 11:17:00 AM Fee \$40.00

By REAL ADVANTAGE TITLE INSURANCE AGENCY, LLC

Electronically Recorded

**FIRST AMENDMENT TO THE RESTRICTIVE COVENANT AGREEMENT
PROTECTING THE AFFORDABILITY, ATTAINABILITY AND SUSTAINABILITY
OF THE KING'S CROWN WORKFORCE HOUSING CONDOMINIUMS – UNITS A-
301, A-302, A-401, A-402, A-403, A-404, AND A-502**

THIS FIRST AMENDMENT TO THE RESTRICTIVE COVENANT AGREEMENT PROTECTING THE AFFORDABILITY AND SUSTAINABILITY OF THE KING'S CROWN WORKFORCE HOUSING CONDOMINIUMS (this "**First Amendment**") governing the use of the residential condominium units identified as A-301, A-302, A-401, A-402, A-403, A-404, and A-502, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (each a "**Modified Unit**," and collectively the "**Modified Units**") of the condominium development (the "**Project**") established in the Condominium Plat for King's Crown Workforce Housing Condominiums recorded on February 19, 2020, as Entry No. 1127444 ("**Plat**") and in the Declaration of Condominium for King's Crown Workforce Housing Condominiums recorded on February 19, 2020, as Entry No. 1127445, in Book 2555, beginning at Page 1135 in the Office of the Recorder of Summit County, Utah as amended by the First Amendment to the Declaration of Condominium for King's Crown Workforce Housing Condominiums recorded on April 17, 2020, as Entry No. 01130883, in Book 2566, beginning at Page 0964 in the Office of the Recorder of Summit County, Utah ("**Declaration**"), as said Declaration and Plat may hereafter be amended, is made and entered into as of the 13th day of November, 2020 (the "**Effective Date**"), by and between CRH Partners, LLC, a Utah limited liability company with an address of 1887 Gold Dust Lane, Suite 301, Park City, UT 84068 (the "**Initial Project Owner**" and "**Developer**") and Park City Municipal Corporation (the "**City**"), a Utah municipal corporation.

RECITALS

A. Whereas the Developer has obtained master planned development approval pursuant to application number PL-17-03515 and conditional use permit approval pursuant to application number PL-17-03566 pertaining to the Property;

B. Whereas, pursuant to Utah Code Ann., Title 10, Chapter 9A; City Code, Title 15, Chapter 6; and Resolution 03-2017 ("**City Affordable Housing Resolution**") of the City Council of Park City, Utah (the "**City Council**"), in order to ensure that new development does not adversely affect the supply of affordable housing in the City and to maintain the social, economic and political fabric of the City's community character, approval of the master planned development of the Property is conditional upon Developer providing an amount of affordable housing units that is proportional to the size and scope of the of the proposed development;

C. Whereas, the City Affordable Housing Resolution establishes a formula to determine the proportional amount of affordable housing each master planned development proposed within the City will require, known as “Affordable Unit Equivalents” (“AUEs”);

D. Whereas, the Developer’s requirement to provide AUEs has been specified in that King’s Crown 3rd Amendment to Housing Mitigation Plan approved by the Park City Housing Authority on September 17, 2020 (“**Housing Mitigation Plan**”);

E. Whereas, the Developer and the City had previously entered into and caused to be recorded that Restrictive Covenant Agreement Protecting the Affordability, Attainability, and Sustainability of the King’s Crown Workforce Housing Condominiums (“**Original Covenants**”), recorded on February 19, 2020 as Entry No. 01127447 at Book No. 2555 and Page No. 1201 in the Office of the Recorder of Summit County, Utah;

F. Whereas, Section 5.2 of the Original Covenants allows for amendments or modifications of the Original Covenants effective to individual or specified Units of the Project via written amendment signed by the City and the Unit Owners of the Units specified in such amendment and recorded with the Clerk and Recorder of Summit County, Utah;

G. Whereas, the Developer is the owner of the Modified Units, and the Developer, as Unit Owner, and the City desire to enter into and record this First Amendment pursuant to Section 5.2 of the Original Covenants;

H. Whereas, upon the recording of this First Amendment executed by Developer and the City, the Original Covenants shall be amended as to the Modified Units specified herein only, as provided herein, and the Original Covenants shall remain in full force and effect as to the Units in the Project identified as A-101, A-102 ADA, A-201, A-202, A-203, A-303, A-304, and A-501 (the “**Unmodified Units**”);

I. Whereas the Unmodified Units shall remain subject to all the terms and conditions of the Original Covenants, as covenants running with the land, and the terms and conditions of the use and occupancy of the Unmodified Units as set forth in the Original Covenants shall not be modified by the terms and conditions of this First Amendment;

J. Whereas, the City Affordable Housing Resolution requires that the housing units reserved to meet Developer’s AUE requirements be reserved via recorded deed restriction in order to ensure such units’ continued affordability;

K. Whereas, the purpose and intent of the Developer and the City in entering into this First Amendment is to modify the Original Covenants in order to release Modified Units A-401, A-402, A-403, A-404, and A-502 from the terms of the Original Covenants, except as to nightly rentals, and to modify the Purchase Price of Modified Units A-301 and A-302 as provided herein; and

L. Whereas the Original Covenants, as modified by this First Amendment, shall govern the terms and conditions of ownership, use, and occupancy of the Modified Units, shall

be enforceable by the City, and, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, and shall run with the land, enforceable against the Developer, the Initial Project Owner; any successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Project.

COVENANT

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby establishes as follows:

A. AMENDMENT

1. Amended and Restated Definitions. Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Recitals hereto and in the Original Covenants as amended by Article A of this First Amendment. From and after the Effective Date, the following definitions in the Original Covenant are either added to or amended and restated by this First Amendment:

1.1 Section 1.23 of the Original Covenant is hereby amended and restated in its entirety and shall read:

PURCHASE PRICE. The amount paid by a Unit Owner(s) as consideration to obtain title to that Unit Owner(s)' Unit, not including any title insurance, transaction costs, or real estate commissions. The maximum Purchase Price for which each Unit may be sold in connection with the initial sale of each Unit by the Initial Project Owner shall not exceed the "Maximum Purchase Price" for such Unit specified in the following table:

Unit #	Square Footage	Number of Bedrooms	Sales Price	Max Household Income
A-301 (Affordable Unit)	972	2	\$311,358	\$72,896
A-302 (Affordable Unit)	972	2	\$311,358	\$72,896

1.2 Section 1.26 of the Original Covenants is hereby amended and restated in its entirety and shall read:

UNIT. Separate parts of the Project intended for independent use as described in Exhibit A, attached hereto; when used in this Covenant, the term Unit or Units shall include units Modified Units A-301 and A-302 of the Project, but shall not include the units identified in the Project plat and declaration as Modified Units A-401, A-402, A-403, A-404, and A-502. As the result of the First Amendment, the Project includes a total of nine (9) Affordable Units and (1) Attainable Unit.

B. ADDITIONAL TERMS

1. Termination Except as to Prohibition on Nightly Rentals. The Original Covenants are hereby terminated as to Modified Units A-401, A-402, A-403, A-404, and A-502. Any reference in the Original Covenants to the “Units” shall not be deemed to include Modified Units A-401, A-402, A-403, A-404, and A-502. Notwithstanding the preceding two sentences, Modified Units A-401, A-402, A-403, A-404, and A-502 shall not be used for nightly rentals, and the City may charge the fines set forth in Section 4.2.1 of the Original Covenants against any owner, occupant, lessee, or other person who rents Modified Units A-401, A-402, A-403, A-404, or A-502 on a nightly basis, in addition to all other remedies provided in the Restrictive Covenant Agreement or at common law.
2. Modified Units 301 and 302 Subject to Original Covenants. Except as modified by this First Amendment as to Purchase Price, Modified Units 301 and 302 shall remain subject to every other term and condition in the Original Covenant, and the Original Covenants shall remain in full force and effect against Modified Units 301 and 302, except as expressly modified herein.
3. Counterparts. This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this First Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. This First Amendment shall be governed by, and construed in accordance with the internal laws of the State of Utah.
4. Headings. Section headings used in this First Amendment are for convenience of reference only and shall not affect the construction of this First Amendment.
5. No Changes. Except as expressly provided or modified in this First Amendment, the terms and provisions of the Original Covenants shall remain unchanged and in full force and effect and are hereby affirmed, confirmed and ratified in all respects.
6. References. On or after the effective date hereof, each reference in the Original Covenant to this “Covenant,” “hereof,” “herein” or words of like import and all references to the Original Covenant in any other agreement, shall in either case unless the context otherwise requires, be deemed to refer to the Original Covenant, as amended hereby.

IN WITNESS WHEREOF, the City and Developer have executed this First Amendment as of the Effective Date.

INITIAL PROJECT OWNER AND
DEVELOPER:
CRH Partners, LLC

By: R.C. Murphy

Name: RORY C. MURPHY

Its: MANAGING PARTNER

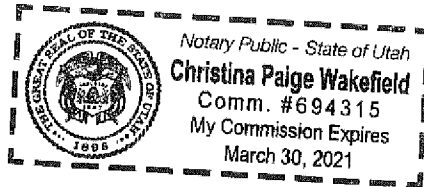
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 13 day of November, 2020, before me, the undersigned notary, personally appeared Rory C. Murphy, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Managing Partner (title) for CRH Partners, LLC, a corporation.

[Signature]
Notary Public

My Commission Expires:
3/30/2021



(Signature Page to First Amendment)

CITY:

Park City Municipal Corporation,
A Utah municipal corporation

By: Steven T. Joyce
Name: ~~Andy Beerman~~ Steven T. Joyce
Title: Mayor Pro Tem

Attest:

M. Stachale
Recorder



Approved as to form:

[Signature]
City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

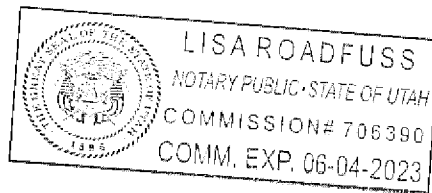
On the 17 day of November, 2020, personally appeared before me ~~*Andy Beerman~~ who being by me duly sworn did say that he is the ~~*Mayor~~ of Park City Municipal Corporation, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of such entity.

STEVEN T. JOYCE, Mayor Pro Tem

Lisa Roadfuss
NOTARY PUBLIC
Residing at: 445 MAISON AVE, PC, UT 84060

My Commission Expires:

6/4/23



(Signature Page to First Amendment)

EXHIBIT A

Legal Description of the Modified Units

The real property referred to in the foregoing First Amendment as the "Modified Units" is located in Summit County, Utah, and is more particularly described as follows:

Units A-301, A-302, A-401, A-402, A-403, A-404, and A-502 of the KING'S CROWN WORKFORCE HOUSING CONDOMINIUMS, a Utah condominium project, together with each Unit's appurtenant undivided ownership in and to the Common Areas and Facilities, as established and recorded in the Record of Survey Map recorded February 19, 2020 as Entry No. 1127444 and in the Declaration of Condominium for the King's Crown Workforce Housing Condominiums recorded February 19, 2020 as Entry No. 1127445, in Book 2555, at Page 1135, records of Summit County, Utah.

PARCEL I.D. NOS.:

KCWFHC-301
KCWFHC-302
KCWFHC-401
KCWFHC-402
KCWFHC-403
KCWFHC-404
KCWFHC-502