



"W2978015"

EH 2978015 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
03-MAY-19 1225 PM FEE \$16.00 DEP JKC
REC FOR: SANCTUARY UTAH

**DECLARATION OF WITHDRAW FROM AND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR SANCTUARY UTAH**

20-169-0001, 0002 / cm db

BST
DB

THIS DECLARATION OF WITHDRAWAL (the "Declaration of Withdraw") is made and executed by Sanctuary Utah, LLC, a Utah limited liability corporation, whose place of business is 268 Main Street, Park City, Utah 84060 and mailing address is P.O. Box 1660, Park City, Utah 84060 ("Declarant") pursuant to the provisions of the Utah Community Associations Act, Title 57, Chapter 8a, as amended, Utah Code Ann. ("Community Act"), and the provisions of that certain Declaration described below.

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of the real property within a master planned community project known as Sanctuary Utah (the "Community");

WHEREAS, by way of that certain Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") recorded on January 9, 2019, as Document No. 2960426 in Weber County, Utah, Declarant subjected the real property described therein to the shared ownership fractional program established by Declarant and dedicated the property described therein for use by Owners in the exercise of their rights under the Governing Documents; and

WHEREAS, pursuant to Section 19.6 of the Declaration, at any time on or before the date which is fifty (50) years from the date that the Declaration was recorded, the Declarant has the right to withdraw property ("Withdrawable Land") from the Community without the consent of any other Owner or Person (other than the Owner of such Withdrawable Land, if other than the Declarant).

WHEREAS, pursuant to Section 15.3 of the Declaration, Declarant reserved the right to unilaterally amend the Declaration if such amendment is necessary in connection with Declarant's exercise of any of its development rights under this Declaration. Further, so long as the Class B Membership exists, Declarant may unilaterally amend the Declaration for any other purpose so long as any such amendment shall not materially adversely affect title to any property within the Community without the consent of the affected Owner.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby declare as follows:

1. Defined Terms. All terms not defined herein shall have the meaning ascribed to them in the Declaration.
2. Exercise of Option to Remove. The Property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Removed Property") shall

be, effective as of the date hereof, deannexed and removed from the Declaration, Shared Ownership Program and the Governing Documents, and the Removed Property is no longer submitted to, nor governed by, the provisions of the Declaration, or any amendments or supplements thereto, as well as shall be free and clear of the covenants, restrictions, easements, charges, and liens set forth in this Declaration. From and after the Effective Date, the Removed Property shall be treated as if the Declaration had never encumbered such parcel of real estate and shall not be subject to Assessments or any other obligations under the Declaration. Moreover, from and after the Effective Date, title to the Removed Property shall remain vested in and held by the Developer, and none of the Owners and Mortgagees, nor the Association, the Board, or any other person or entity having any right or interest in all or any portion of the Community or Shared Ownership Program shall have any claim, occupancy rights or title to or interest in the Removed Property. The real property subject to the option to remove consists only of the Removed Property. Other than the Removed Property, no other property within the boundaries of the Community is or shall be subject to this option to remove.

3. Effect. Upon recording or filing this Declaration of Withdraw, such Removed Property shall (1) no longer be part of the Community; (2) shall be deleted from the Shared Ownership Program; (3) will be released from the provisions of this Declaration, including the easements specified herein.

4. Deletion of Section 2.12. Article 2, Section 2.12 of the Declaration is hereby deleted in its entirety.

5. In all other respects, the terms and conditions of aforesaid Declaration shall remain in full force and effect.

[CONTINUED ON NEXT PAGE]

24th IN WITNESS WHEREOF, the undersigned as executed these presents as of this day of April, 2019.

Declarant:

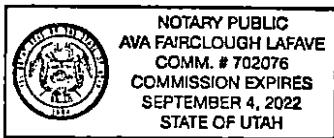
THE SANCTUARY UTAH, LLC
a Utah limited liability corporation

By: [Signature]
Timothy Charlwood
Its Owner

STATE OF UTAH)
COUNTY Summit) : ss.

The foregoing instrument was acknowledged before me this 24 day of April, 2019, by Timothy Charlwood, the Managing Member of Sanctuary Utah, LLC.

[Signature]
Notary Public, State of Utah



Ava - Fairclough - La Fave
Printed Name of Notary

My Commission Expires: 09-04-2022

EXHIBIT A**DESCRIPTION OF REAL PROPERTY**

Proposed SANCTUARY LAKESIDE SUBDIVISION, being more particularly described as follows:

A part of Sections 12 and 13, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Huntsville City, Weber County, Utah: Beginning at a point on the section line which is 1013.80 feet North $89^{\circ}24'41''$ West from the Southeast corner of the Southwest corner of said Section 12 and running thence South $01^{\circ}46'50''$ West (South record) 216.24 feet to the Northerly right of way line of 100 South Street the following two (2) courses: (1) Northwesterly along the arc of a 3363.73 foot radius curve to the left a distance of 369.40 feet (delta equals $06^{\circ}17'32''$ and long chord bears North $58^{\circ}56'40''$ West 369.21 feet), (2) Northwesterly along the arc of a 568.69 foot radius curve to the left a distance of 51.84 feet (delta equals $05^{\circ}13'23''$ and long chord bears North $64^{\circ}26'09''$ West 51.82 feet) to the Easterly line of The United States of America property; thence along said Easterly and Southerly lines the following two (2) courses: (1) North $00^{\circ}32'32''$ East (North record) 161.46 feet and (2) North $71^{\circ}15'00''$ East (North $73^{\circ}01'00''$ East record) 326.43 feet to the Westerly line of the Ogden Boat Club property; thence along said Westerly and Southerly lines the following two (2) courses: (1) South $00^{\circ}32'25''$ West

(South record) 262.46 feet to the section line and (2) along said section line South $89^{\circ}24'21''$ East (East record) 61.61 feet to the point of beginning.