

**BIRKHILL COMMUNITY ASSOCIATION, INC.**  
**NOTICE OF TERMINATION OF THE DECLARATION OF COVENANTS,**  
**CONDITIONS & RESTRICTIONS FOR**  
**BIRKHILL COMMUNITY ASSOCIATION, INC.**

THIS NOTICE OF TERMINATION OF THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR BIRKHILL COMMUNITY ASSOCIATION, INC. ("Notice") is made and executed this 23 day of February 2021, by BIRKHILL COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation (the "Association"), pursuant to the provisions of Title 57, Chapter 8a, Utah Code Annotated, as amended.

WITNESSETH:

WHEREAS, Birkhill at Fireclay, LLC, a Utah limited liability company ("Declarant") made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Birkhill Community Association (the "Declaration") dated September 9, 2008, and recorded in the official records of the Salt Lake County Recorder's Offices as Entry No. 10523181, in Book 9643, at Pages 7793-7964, pursuant to which the Declarant subjected to the terms of the Declaration, all that property described in the Declaration and Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions & Restrictions for Birkhill Community Association, Inc., dated January 20, 2009, and recorded in the official records of the Salt Lake County Recorder's Offices as Entry No. 10603096, in Book 9676, at Pages 4616-4626; by that certain Second Amendment to the Declaration of Covenants, Conditions & Restrictions for Birkhill Community Association, Inc, dated February 25, 2009, and recorded in the official records of the Salt Lake County Recorder's Office, Entry No. 10645445, in Book 9696, at Pages 7648-7654; by that certain Third Amendment to the Declaration of Covenants, Conditions & Restrictions for Birkhill Community Association, Inc., dated February 16, 2010, and recorded in the official records of the Salt Lake County Recorder's Offices, as Entry No. 10899681, in Book 9804, at Pages 7601-7609; by that certain Fourth Amendment to the Declaration of Covenants, Conditions & Restrictions for Birkhill Community Association, Inc., dated October 18, 2011, and recorded in the official records of the Salt Lake County Recorder's Offices as Entry No. 11272978, in Book 9958, at Pages 9222-9223; and by that certain Fifth Amendment to the Declaration of Covenants, Conditions & Restrictions for Birkhill Community Association, Inc., dated February 5, 2019, and recorded in the official records of the Salt Lake County Recorder's Offices as Entry No. 12935960, in Book 10753, at Pages 7346-7349 (all of the foregoing, herein referred to as the "Amendments to the Declaration"); and

WHEREAS, the Board of Directors of the Association have recommended to the Members of the Association that: (i) the Declaration, as amended, be terminated; (ii) that the Association's interest in Lot 201, Birkhill Phase 2, be conveyed to Murray City who holds a

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03/03/2021 11:25 AM #255-00  
Book - 11129 Pg - 3372-3376  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
DENNIS POOLE  
4345 S 700 E #200  
SLC UT 84107  
BY: CRA. DEPUTY - M15 P.

conservation easement and maintains such real property; and (iii) that the Association be dissolve; and

WHEREAS, Declarant, now a dissolved limited liability company, has acknowledged, as set forth below, that the Developer Period specified in the Declaration has expired; and

WHEREAS, that Members of the Association holding not less than seventy-five percent (75%) of the Votes of the Association as required for termination in Section 17.2 of the Declaration (notwithstanding that the Community Association Act specifies that Member consent shall not exceed sixty-seven percent 67%), and modification or amendment as set forth in Section 17.1 of the Declaration, have approved the recommendation of the Board of Directors as set forth above, and pursuant thereto the Members of the Association have elected to terminate the Declaration; and

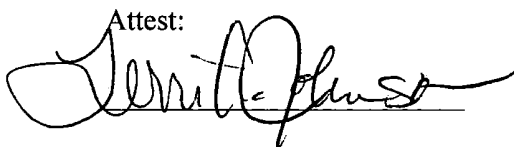
WHEREAS, the Association is not in receipt of any notice or request of any Mortgagee specifying that it is the holder of a mortgage upon any real property located within the Property and/or requesting notice of actions of the Association, and because of the absence of such requests, there are no "Eligible Holders" (as defined in the Declaration) of mortgages whose approval is necessary for the termination of the Declaration.

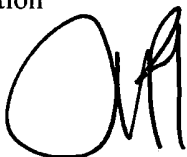
NOW, THEREFORE, the Association hereby declares that the Declaration be amended as follows:

1. The Recitals shall form a substantive part of this Notice of Termination.
2. The Association acknowledges and affirms the actions of the Declarant as contained in the Amendments to the Declaration.
3. Effective with the recordation of this Notice, the Declaration, as amended by the Amendments to the Declaration, is terminated and is of no further force or effect with respect to the Property or any Owner or Mortgagee thereof.

WITNESS the signature of the Association on the day herein above first written:

BIRKHILL COMMUNITY  
ASSOCIATION, INC., a Utah nonprofit  
corporation

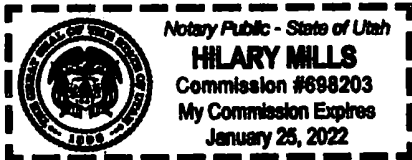
Attest:  


By:   
Name: J. Kurt Peterson  
Title: Board Member

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

I HEREBY CERTIFY that on the 15 day of February, 2021, before me, the subscriber, a Notary Public of the State of Utah, personally appeared J. Kirt Peterson known to me or suitably proven, who acknowledged himself to be a Board Member of Birkhill Community Association, Inc., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.




  
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NOTARY PUBLIC

**DECLARANT ACKNOWLEDGEMENT**

Birkhill at Fireclay, LLC, a dissolved limited liability company, acknowledges that that the Development Period specified in the Declaration has been voluntarily terminated by it, that it no longer owns any interest in the Property, and that it has no objection to the termination of the Declaration.

Dated this 23<sup>rd</sup>, day of February 2021.

BIRKHILL AT FIRECLAY, LLC, a  
dissolved Utah limited liability company  
By: Hamlet Homes Corporation, Manager

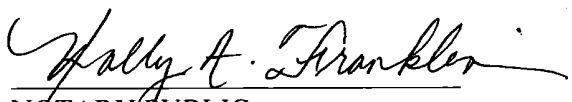
By:   
Name: MICHAEL BRODSKY  
Title: MANAGER OF BIRKHILL AT FIRECLAY, LLC

STATE OF UTAH )  
: ss.

COUNTY OF SALT LAKE )

I HEREBY CERTIFY that on the 23 day of February, 2021, before me, the subscriber, a Notary Public of the State of Utah, personally appeared Michael Brodsky, known to me or suitably proven, who acknowledged himself to be the Chairman of Hamlet Homes Corporation, Manager of Birkhill at Fireclay, LLC, the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

  
NOTARY PUBLIC

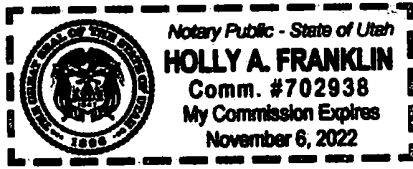


EXHIBIT "A"

Real property located in Salt Lake County, State of Utah, described as follows:

*A Parcel of land located in the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, bounded on the North by the 1968 annexation boundary in Big Cottonwood Creek; on the East by Main Street; on the South by the Road Dedication Plat of Fireclay Avenue as recorded in Book 99-11P at Page 310 of the Salt Lake County records; and on the West by the Utah Transit Authority (UTA) Light Rail Corridor, formerly Union Pacific Land Resources Corporation (UPRR), more particularly described as follows:*

*BEGINNING at the intersection of the 1968 Murray City Annexation Boundary in Big Cottonwood Creek recorded December 31, 1968 in Book GG at Page 18 of the Salt Lake County records and a line 33.00 feet perpendicularly distant westerly of the Main Street monument line, said point being North 87°15'51" East 16.28 feet (North 87°01'34" East 16.16 feet per 1968 Murray City Annexation Plat), North 00°30'11" East 1741.07 feet (North 00°15'54" East 1741.07 feet by record) along said Main Street monument line, and North 76°01'54" West 33.93 feet (North 76°16'11" West 33.93 feet by record) along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek from the East quarter Corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearings being North 00°30'11" East 1518.10 feet from the found centerline monument marking the intersection of Fireclay Avenue and Main Street) to the found centerline monument marking the intersection of Central Avenue and Main Street), and running thence along said 1968 Murray City Annexation Boundary in Big Cottonwood Creek the following five courses: North 76°01'54" West 23.32 feet (North 76°16'11" West by record), North 39°46'13" West 154.80 feet (North 40°00'30" West by record), North 68°12'37" West 290.80 feet (North 68°26'54" West by record), North 76°43'06" West 457.00 feet (North 76°57'23" West by record), and South 29°27'50" West 50.40 feet (South 29°13'33" West by record) to the easterly right-of-way line of the UTA Light Rail Transit Corridor, formerly Union Pacific Land Resources Corporation (UPRR) as shown on the 1996 Existing Union Pacific Railroad Track Alignment Survey filed as Survey S97-09-0651 in the Salt Lake County Surveyors Office; thence along said easterly right-of-way line the following two courses: South 08°47'37" East 709.28 (South 09°02'48" East by record) and Southerly 216.19 feet along a 2,897.82 foot radius curve to the right through a central angle of 04°16'28" and a long chord of South 06°39'23" East 216.13 feet to a point on the north line of the Road Dedication Plat Fireclay Avenue as recorded in Book 99-11P at Page 310 of said records; thence along said north line North 89°57'37" East 722.30 feet (North 89°42'43" East 722.44 feet per Road Dedication Plat Fireclay Avenue) to the west line of Main Street; thence along said west line North 00°30'11" East 621.48 feet to the POINT OF BEGINNING.*

*Containing 658,857 square feet or 15.125 acres.*

*Parcel No. 12-01-229-048-0000*