



DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR
DRY CREEK HIGHLANDS TOWNHOMES
IN
WEST JORDAN CITY, UTAH

RECITALS

- A. Ivory Development, LLC is the developer and declarant of the master-planned residential development known as Dry Creek Highlands located in West Jordan City in Salt Lake County, Utah (the “Development”).
- B. The Development includes multiple types of housing and recreational amenities.
- C. The Master Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements and Declaration of Consolidation for recorded Dry Creek Highlands recorded with the Office of Recorder for Salt Lake County, Utah on March 2, 2023, as Entry No. 14077702, Book 11404, beginning at Page 570 (the “Master Declaration”) is the operative master declaration for the Development.
- D. The Master Declaration authorizes development of distinct neighborhood communities within the Development as Village Sub-Associations (as defined in the Master Declaration).
- E. Declarant desires to establish the townhomes in Dry Creek Highlands as a Village Sub-Association within the Development.
- F. This Declaration of Covenants, Conditions, and Restrictions for the Dry Creek Highlands Townhomes is effective as of the date this instrument is recorded with the Office of Recorder for Salt Lake County, Utah.
- G. The terms and conditions established herein are for the mutual benefit and burden of the Townhome Owners, the Sub-Association, and all current and future Owners, Occupants, Lenders and others acquiring any interest in the Dry Creek Highlands Townhomes. The Dry Creek Highlands Townhomes project (the “Project”) and all of the Townhomes therein shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the terms and conditions set forth in this Declaration which shall constitute equitable servitudes, covenants, and conditions running with the land. By acquiring any interest in a Townhome, such Owner consents to, and agrees to be bound by, each and every term and condition herein.

H. Capitalized terms in this Declaration are defined in Article 1 herein, or in other sections of this Declaration.

NOW, THEREFORE, for the reasons recited above and subject to the provisions below, this Declaration is adopted by Declarant, pursuant to the rights and authority described above.

ARTICLE 1
DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 “Act” shall mean and refer to the Community Association Act codified beginning at § 57-8a-101, Utah Code.
- 1.2 “Articles” shall mean and refer to any Articles of Incorporation for the Sub-Association or other chartering document of any other legal entity, if any, formed for the Sub-Association.
- 1.3 “Assessment” shall mean and refer to any monetary charge imposed or levied on an Owner and/or a Townhome by the Sub-Association, as provided for in this Declaration.
- 1.4 “Building” shall mean and refer to any of the buildings containing the Townhomes, as shown on the Plat.
- 1.5 “Bylaws” shall mean and refer to the Bylaws of Dry Creek Highlands Townhomes Association.
- 1.6 “City” shall mean and refer to West Jordan City, located in Salt Lake County, Utah.
- 1.7 “Common Areas” shall mean and refer to Parcel A and the private roads and other areas designated as common area on the Plat.
- 1.8 “Common Expenses” shall mean and refer to the actual and estimated costs for: (a) maintenance, management, operation, repair of the Common Areas; (b) management and administration of the Sub-Association, including, but not limited to, compensation paid by the Sub-Association to managers, accountants, attorneys, and other providers of services for the Sub-Association; (c) insurance and bonds required or allowed by this Declaration; (d) the establishment of reserves; (e) other miscellaneous charges incurred by the Sub-Association, as provided for or allowed under the Act or the Governing Documents; and (f) any other expenses of the Sub-Association arising from the operation of the Sub-Association and not otherwise defined or precluded by the Governing Documents or any applicable law.
- 1.9 “Community-Wide Standards” shall mean and refer to the standard of use, conduct, architecture, landscaping, and aesthetic matters generally prevailing in the Development, or, at a minimum, the standards initially established by Declarant and/or described in the Master Declaration.

- 1.10 “Governing Documents” shall mean and refer to this Declaration, the Plat, the Bylaws, Rules, any Articles, and any other written instrument by which the Sub-Association may exercise power or manage, maintain, or otherwise affect the Townhomes. The term “Governing Documents” may also include the Master Declaration, the Master Association Bylaws, the Master Association Rules, and the Master Association Articles of Incorporation, as context may require or permit.
- 1.11 “Lender” shall mean and refer to a holder of a mortgage or deed of trust on a Townhome.
- 1.12 “Limited Common Area” shall mean and refer to those portions of the Common Areas designated on the Plat as Limited Common Area serving one or more but less than all of the Townhomes.
- 1.13 “Lot” shall mean and refer to any of the separately identified parcels labelled on the Plat, which may be independently owned and conveyed, and is intended for development, use and occupancy as a single-family residence. A Lot is included as part of a Townhome, as defined below.
- 1.14 “Board of Directors” or “Board” shall mean and refer to the body with primary authority to manage the affairs of the Sub-Association, (sometimes also referred to as a Management Committee.
- 1.15 “Manager” shall mean and refer to any Person engaged by the Board to manage the Townhomes.
- 1.16 “Master Association” shall mean and refer to the Dry Creek Highlands Master Association.
- 1.17 “Master Association Rules” shall mean and refer to the rules and regulations adopted by the Master Association.
- 1.18 “Master Declaration” shall mean and refer to the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Dry Creek Highlands, and any validly recorded amendments and supplements thereto.
- 1.19 “Occupant” shall mean and refer to a Person or Persons, other than an Owner, in possession of, using, or living in a Townhome within the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant.
- 1.20 “Owner” shall mean and refer to the Person or Persons, who are vested with record title to a Townhome, and whose interest in the Townhome is held (in whole or in part) in fee simple, according to the records of the Office of Recorder for Salt Lake County, Utah. The term “Owners” shall mean and refer to more than one Owner. The terms “Owner” and “Owners” shall not include a mortgagee or trustee for or beneficiary of a deed of trust.
- 1.21 “Person” shall mean and refer to a natural person, corporation, estate, limited liability company, partnership, trustee, association, government, governmental subdivision or agency, or any other legal entity.

- 1.22 “Plat” shall mean and refer to the Dry Creek Highlands Phase 1-C Subdivision plat recorded with the Office of Recorder for Salt Lake County, Utah on Feb. 23, 2024, 2024, as Entry No. 14207733 , and all recorded amendments and supplements thereto and shall include any additional recorded plats adding Townhomes to the Project.
- 1.23 “Rules” shall mean and refer to the rules and regulations adopted by the Sub-Association for the Townhomes.
- 1.24 “Sub-Association” shall mean and refer to the Dry Creek Highlands Townhomes Association, the membership of which shall be comprised of the owners of the Townhomes which at all times and in all respects shall remain subject to and bound by the authority of the Master Association and the Master Association’s governing documents.
- 1.25 “Supplement to Declaration” shall mean and refer to any recorded supplement to the Declaration for additional Lots that may be added to the Project.
- 1.26 “Townhome” shall mean and refer to any of the attached, single-family dwellings, including the Lot, identified on the Plat, which may be independently owned and conveyed, and is intended for development, use and occupancy as a single-family residence. The term “Townhome” does not include any Common Area, common property of the Master Association, or property dedicated to the City or the public. More than one Townhome and/or all townhomes is referred to “Townhomes”.

ARTICLE 2
THE PROJECT

- 2.1 Nature of the Project. The Project is comprised of the attached, single-family Park Townhomes, as set forth on the Plat, which are part of the Development. The Project may be developed in Phases to include additional Lots and Common Areas. The Project is not a cooperative and is not a condominium.
- 2.2 Project Name. The Project is known as the “Dry Creek Highlands Townhomes” Notwithstanding, the name used for the Project on the Plat or by the Master Association may be different than the name identified in this Declaration.
- 2.3 Registered Agent. The registered agent of the Sub-Association shall be as provided for in entity filings of the Sub-Association with the Utah Division of Corporations and Commercial Code, if any, and/or with the Utah Department of Commerce Homeowner Associations Registry.

ARTICLE 3
DESCRIPTION OF THE TOWNHOMES, COMMON AREAS,
AND ALLOCATED INTERESTS

- 3.1 The Townhomes

- (a) The distinct Lot number or number that identifies the Townhome on the Plat may or may not be consistent with the mailing address of the Townhome.
 - (b) Subject to further specification herein and/or on the Plat, each Townhome generally consists of all structures on or within the boundary of the Townhome, including, but not limited to, all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures, exterior and interior doors, door jams, windows, garage doors, and all installations related thereto. For all walls shared with or abutting another Townhome, the Townhome shall extend to the center of said wall, which shall form the boundary of the Townhomes sharing that wall. Subject to dividing lines between Townhomes, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Townhome is part of the Townhome if it: (i) is an integral part of the Townhome structure (such as a porch, landing, patio, balcony or deck); or (ii) was constructed as part of the original construction of the Townhome.
 - (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Townhome, shall be part of the Townhome. Additionally, any mechanical equipment, systems or other appurtenances located outside of a Townhome, but designated and designed to serve only that Townhome, shall be considered part of the Townhome.
 - (d) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Townhome. The original construction shall be the first installation of foundations, framing, wallboard, etc.
- 3.2 Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to the respective Townhome or Townhomes where so identified and may not be severed from the ownership of the Townhome.
- 3.3 Allocated Interest of Each Townhome in the Total Voting Interest of the Sub-Association and Common Expenses. The voting interests in the Sub-Association and liability for the Common Expenses shall be allocated equally among the Townhomes (the “Allocated Interest”). Any difference in square footage, location, size, value or other aspect of any Townhome shall not be a reason to alter or change any Allocated Interest. The Owner of each Townhome shall be entitled to exercise their voting interest on all matters related to the Sub-Association that Owners are permitted or required to vote or approve, subject to any suspension of voting rights for unpaid Assessments as provided in this Declaration.
- 3.4 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Project and the Sub-Association. If any conflict exists between the Plat and this Declaration, the Plat shall control, except to the extent provided for on the Plat, or as otherwise provided by the application of controlling law.

ARTICLE 4
ORGANIZATION AND GOVERNANCE OF THE SUB-ASSOCIATION

- 4.1 Organization of Sub-Association. The Sub-Association shall serve as the organizational body for the Owners. The Sub-Association may be organized as a Utah non-profit corporation. In any organization, reorganization, or amendment of any documents related to the legal organization of the Sub-Association, the terms in all such documents to the extent possible under the applicable law, shall be consistent with the terms in this Declaration. The Sub-Association shall remain subject to the jurisdiction and authority of the Master Association and shall remain bound by the Master Association governing documents.
- 4.2 Membership. Membership in the Sub-Association at all times shall be comprised exclusively of the Owners. Each Owner shall be a member of the Sub-Association for so long as such Owner has an ownership interest in a Townhome, and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Townhome. Upon the transfer of an ownership interest in a Townhome, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Sub-Association. If titled ownership to a Townhome is held by more than one Person, the membership appurtenant to that Townhome shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Townhome is held.
- 4.3 Availability of Documents. Unless otherwise allowed by law, the Sub-Association shall make available to the Owners copies of the Governing Documents and the corporate books and records related to the operations of the Sub-Association consistent with the requirements of the Act and §§ 16-6a-1601 through 1603, 16-6a-1605, and 16-6a-1606 of the Utah Revised Nonprofit Corporation Act. Subject to any legal requirements otherwise, the Sub-Association shall make available to Lenders and insurers of any Lender, copies of the Governing Documents and copies of corporate records, meeting minutes, books, and financial statements related to the operations of the Sub-Association within thirty (30) days of receipt of a written request.
- 4.4 Board of Directors. The governing body of the Sub-Association shall be a Board of Directors elected by the Owners. The Board shall consist of three (3) members (each a "Board Member" and director). Except as otherwise provided in this Declaration, Bylaws, or Articles, the Board, in all instances, shall act on behalf of the Sub-Association. Any reference to an act, right, or obligation of the Sub-Association in the Governing Documents may only be exerted or complied with through an action of the Board. Except as may be specifically provided in this Declaration, the Bylaws, Articles, or by applicable law, no Owner or group of Owners other than the Board may direct the actions of the Sub-Association.
- 4.5 Board Member Qualifications. To be eligible to serve on the Board, an individual must be: (a) at least 18 years old; (b) an Owner, or the spouse of an Owner, or an officer, principle, shareholder, partner, member, manager, trustee, or beneficiary of an Owner (*i.e.*,

an authorized representative) if such Owner is a corporation, estate, limited liability company, partnership, trust, or other legal entity; and (c) current on Assessments.

- 4.6 Registration with the State. In accordance with Utah Code § 57-8a-105, the Sub-Association shall be registered with the Utah Department of Commerce Homeowner Associations Registry and shall update its registration to keep any required information current as required by law.
- 4.7 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Board or anyone else) contrary to the terms of the Governing Documents, regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or taking title to a Townhome, to verify that anything that the Sub-Association does, does not do, or authorizes related to the Project or the Sub-Association, is in compliance with the terms of the Governing Documents.

ARTICLE 5

GENERAL RIGHTS AND RESPONSIBILITIES OF THE SUB-ASSOCIATION

- 5.1 Rights and Responsibilities of the Sub-Association. The Sub-Association shall have the rights and responsibilities in this Article 5 in addition to any others set forth in the other Governing Documents or required by law.
- 5.2 Maintenance. The Sub-Association shall make provisions for completing all maintenance, repair, and replacement requirements and obligations of the Sub-Association, including landscape maintenance landscaped Common Areas and maintenance of Building roofs and/or exteriors, if assumed by the Sub-Association as provided in Section 8.3 below. This obligation includes the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area not inconsistent with the Master Association's Governing Documents. The Sub-Association, at its option, may assume responsibility for maintenance and repair of the Building roofs and Townhome exteriors.
- 5.3 Snow Removal. The Sub-Association shall be responsible for removal of snow and ice accumulating on the Common Areas.
- 5.4 Setting and Collecting Assessments. The Sub-Association shall establish, collect, and account for Assessments as necessary for the operation of the Project and administration of the Sub-Association.
- 5.5 Paying Common Expenses. The Sub-Association shall provide for the payment of Common Expenses.
- 5.6 Collecting Assessments Owed to Master Association. Unless otherwise determined by resolution of the Master Association or in the Master Association Rule, the Sub-Association shall be responsible for collecting from Owners, on such quarterly or monthly basis as may be determined by the Master Association, the regular and assessments of the

Master Association and, if directed by the Master Association any special assessments levied by the Master Association. The Sub-Association shall pay the regular assessments and, if directed, any special assessments collected for the Master Association to the Master Association via Automated Clearing House (ACH) transfer as directed by the Master Association.

- 5.7 Adopting and Enforcing Rules. The Board may adopt Rules for the regulation and operation of the Project. Rules, if adopted, shall be consistently and uniformly enforced. Rules may address any issues affecting the Project and may supplement, clarify, and add detail to issues or items addressed in the other Governing Documents, so long as the Rules do not contradict the same.
- 5.8 Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Sub-Association may: (a) impose fines; (b) collect rents directly from a tenant if an Owner fails to pay Assessments; (c) suspend voting rights; and (d) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- 5.9 Hiring Manager and Delegating Responsibilities. The Sub-Association shall hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents, as it deems appropriate; provided, however, that only the Board shall have the right to approve Sub-Association budgets, and regular and special Assessments, and to provide a hearing requested to dispute a fine. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause.
- 5.10 Annual Meeting. The Sub-Association shall arrange for, and conduct, an annual meeting of the Owners and shall arrange for, and conduct, such other meetings of the Sub-Association, as shall be properly requested, pursuant to the Governing Documents or required by law.
- 5.11 Payoff Information and Fees. The Sub-Association is specifically authorized to establish a fee for providing payoff information related to the transfer, refinance, or closing of a Townhome. Unless otherwise provided in the Rules and allowed by law, the fee amount shall be \$50.00.
- 5.12 Written Statement of Payment and Fees. The Sub-Association, within ten (10) business days after proper written demand by an Owner or such other Person for whom an Owner has given written permission, shall furnish a written statement or certificate, signed by an officer or authorized agent of the Sub-Association, setting forth whether the Assessments relating to a specified Townhome have been paid and the amount of delinquency, if any. Each written statement or certificate is conclusive in favor of a Person who relies on the written statement in good faith. The Sub-Association is authorized to charge a reasonable fee for issuance of a written statement or certificate of payment. Unless otherwise provided in the Rules and allowed by law, the amount of the fee shall be ten dollars (\$10.00).

- 5.13 Other Necessary Rights. The Sub-Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

ARTICLE 6
BUDGETS & ASSESSMENTS

- 6.1 Purpose of Assessments. Money collected by the Sub-Association shall be used for the purposes of management, maintenance, care, and operation of the Project, protecting and preserving the value of the Project; promoting the health, safety and welfare of the Owners and quality of life in the Project, and in the furtherance of carrying out or satisfying any other duty or power of the Sub-Association.
- 6.2 Budget and Regular Assessment.
- (a) The Board is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year.
- The budget shall cover the period of the next fiscal year. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year, which shall be broken down into reasonably detailed expense categories. The budget shall include a line item that identifies the amount to be placed into the reserve fund and may include contingencies and other estimates, as the Board deems appropriate.
- (b) The Board shall make available a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
- (c) The Board shall determine the amount of the regular Assessments to be paid by the Owners of each Townhome by dividing the total budgeted amount for the Common Expense by the total number of Townhomes in the Project.
- 6.3 Payment of Assessments. Unless otherwise established by the Board, and communicated to each Owner, each Owner shall pay to the Sub-Association the Owner's regular annual Assessment on such monthly or quarterly installment basis as the Board or the Manager may determine.
- 6.4 Adjustments to Budget and Regular Assessments. In the event the Board determines that the estimate of total charges for the current fiscal year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Board, each Owner thereafter shall pay to the Sub-Association the Owner's adjusted regular Assessment.
- 6.5 Personal Obligation for Assessment. Each Owner, by taking title to a Townhome, and regardless of any lien rights or lack thereof, personally covenants and agrees with each other Owner and with the Sub-Association to pay to the Sub-Association any Assessments, as provided for in the Governing Documents. Such Assessment, together with such interest,

collection charges, costs and attorneys' fees, shall be the personal obligation of the Owner of such Townhome at the time the Assessment becomes due.

- 6.6 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Sub-Association is expressly authorized to set and collect special Assessments, payable as may be determined by the Sub-Association (in lump sums or over a period of time), to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of special Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due.
- 6.7 Special Assessments to a Particular Townhome. Special Assessments may be levied by the Sub-Association against a particular Townhome and its Owner for:
- (a) Costs incurred in bringing an Owner or Townhome into compliance with the provisions of the Governing Documents;
 - (b) Fines, late fees, collection charges, and interest; and
 - (c) Attorneys' fees, costs and other expenses relating to any of the above.
- 6.8 Acceptance of Materials or Services. In the event the Sub-Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project which benefits an individual Townhome, and which can be accepted or not by the Townhome's Owner, such Owner, in accepting such materials or services, agrees that the costs thereof may be a special Assessment pertaining to that Townhome, at the discretion of the Board.
- 6.9 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board, in its discretion, may apply the excess to reserves, credit the excess against future Assessments, or refund the excess to the Owners in proportion to the Allocated Interests of each Townhome in the Common Expenses of the Project, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. The Sub-Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 6.10 No Offsets. All Assessments shall be payable at the time and in the amount specified by the Sub-Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Sub-Association owes the Owner money, or that the Sub-Association is not complying with its obligations as provided for in the Governing Documents.
- 6.11 How Payments Are Applied. Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

ARTICLE 7
NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 7.1 Delinquency. Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article 7. Each Owner, by taking title to a Townhome, vests in the Sub-Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.
- 7.2 Collection Charges and Interest. If the Sub-Association does not otherwise adopt or establish billing and collection procedures in Rules, the following shall apply: The Assessments shall be due within thirty (30) days of invoicing. Payments received after thirty (30) days from invoicing may be charged an initial late fee of ten dollars (\$10.00). Thereafter, additional late fee charges of ten dollars (\$10.00) per month may be added for each month that an Owner's account has an unpaid balance. In addition to late fees, interest shall accrue on all unpaid balances, including unpaid prior attorneys' fees, interest, late fees, and Assessments, at one-and-a-half percent (1.5%) per month. Delinquent accounts may be turned over for collection and may be assessed additional collection charges and attorneys' fees and costs.
- 7.3 Joint and Several Liability for All Past and Presently Accruing Unpaid Assessments. To the extent permitted by law, the Owner, and any future Owners of a Townhome, are jointly and severally liable for all Assessments accruing related to that Townhome prior to, and during the time, that an Owner holds title to a Townhome. An Owner is not liable for any Assessments accruing after they have lawfully transferred the Townhome to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Townhome shall not be considered a legal conveyance of title. The obligation in this Section 7.3 is separate and distinct from any lien rights associated with the Townhome.
- 7.4 Lien. The Sub-Association has a lien on each Townhome for all Assessments, which include, but are not limited to, late fees, interest, collection charges, attorneys' fees, court costs, and other costs of collection (which shall include all costs, and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration, and shall have priority over all encumbrances recorded after this Declaration is recorded, unless otherwise limited by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Sub-Association provides otherwise in the notice of Assessment.
- 7.5 Action at Law. The Sub-Association may bring an action to recover a delinquent Assessment personally against the Owner obligated to pay the same. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Townhome, and will be added to the amount in delinquency (plus judgement interest and collection costs, if appropriate).

- 7.6 Foreclosure Sale. The Sub-Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Declarant appoints Melyssa D. Davidson as trustee, who qualifies under Utah Code § 57-1-21(1)(a)(i). Declarant hereby conveys and warrants, pursuant to Utah Code § 57-1-20 and 57-8a-302, to Melyssa D. Davidson, with power of sale, the Townhome, and all improvements to the Townhome, for the purpose of securing payment of Assessments under the terms of the Declaration. The Sub-Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 7.7 Homestead Waiver. Each Owner, to the extent permitted by law, by taking title to a Townhome, waives, to the extent of any liens created pursuant to this Declaration (whether such liens are now in existence or are created at any time in the future), the benefit of any homestead or exemption provided by Utah law now in effect, or in effect from time to time hereafter.
- 7.8 Attorneys' Fees Incurred as a Result of a Default. In addition to any attorneys' fees and costs provided for herein, the Sub-Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including, but not limited to, attorneys' fees and costs incurred to: (a) obtain advice about a default; (b) collect unpaid Assessments; (c) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (d) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (e) examine the debtor or others related to collections; (f) monitor any bankruptcy proceedings, including, but not limited to, regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan; (g) file relief from stay motions, objections, or other adversary proceedings in bankruptcy and all related activities; and (h) foreclose a lien, secure lien rights, or prepare any notice of lien. This provision is to be construed broadly to permit the Sub-Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.
- 7.9 Sub-Association Responsibility after Foreclosure. If the Sub-Association takes title to a Townhome pursuant to a foreclosure (judicial or non-judicial), the Sub-Association shall not be bound by any of the provisions herein related to the Townhome that are otherwise applicable to any other Owner, including, but not limited to, obligations to pay Assessments.

ARTICLE 8

GENERAL RESPONSIBILITIES OF OWNERS

- 8.1 Responsibilities of Owners. Each Owner shall have the following responsibilities in addition to any others set forth in the Governing Documents or provided by law.
- 8.2 Maintenance of the Townhome. Except to the extent that maintenance, repair, and upkeep of Townhome exteriors has been assumed by the Sub-Association, each Owner shall be responsible to maintain their Townhome in an attractive, neat, clean, usable, safe, and sanitary condition, in accordance with the Community-Wide Standards. This obligation shall include, without limitation, maintenance, repair and/or replacement of all structural

elements, fixtures, lines, pipes, equipment, systems, and other improvements within the boundary of the Townhome, as well as all mechanical equipment, systems, lines, pipes, or other appurtenances located outside of the Owner's Townhome but serving only that Townhome.

- 8.3 Responsibility for Limited Common Area. Except to the extent that maintenance and upkeep is assumed by the Sub-Association, each Owner shall be responsible to maintain the Limited Common Area appurtenant to the Owner's Townhome in neat and clean condition and free of all debris, grease, spills, leaks, trash, litter, and personal property.
- 8.4 Sub-Association May Assume Maintenance Obligation and Specially Assess Costs for Same. Notwithstanding anything to the contrary in Sections 8.2 above, to maintain Community-Wide Standards, the Project's design, and to protect and preserve the property values within the Project, the Sub-Association, from time to time, in the Board's discretion, may undertake any of the maintenance, repair, or replacement obligations for the Townhome exteriors and may assess the cost for such to the Owners.
- 8.5 Snow Removal. Each Owner shall be responsible for the removal of ice and snow from their Townhome, including landings, porches, steps and walkways on the Owner's Lot.
- 8.6 Prior Authorization from Board Required for Maintenance, Repair and Alteration Affecting Townhome Exterior. Notwithstanding anything in this Article 8 to the contrary, all maintenance, repairs, replacements, and all modifications and alterations affecting the Townhome exterior, the overall appearance of the Project, or the appearance or the structural integrity of any common element or system, shall require prior written approval of the Board to ensure quality of construction, and adherence to Community-Wide Standards. No Owner shall allow their Townhome to detract from the uniform appearance and design of the Project, or the health, safety, and use and enjoyment of the Sub-Association members.

ARTICLE 9 RIGHT TO USE COMMON AREAS

- 9.1 Rights and Nonexclusive License to Use Common Areas.
- (a) Subject to all other terms of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Areas, and the right and nonexclusive license for the use and enjoyment of the Benefitted Common Area to which that Owner's Townhome has been assigned, if any, subject to any restrictions related to such use. Such rights and nonexclusive license shall be appurtenant to, and shall pass with title to, each Townhome, and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Areas as the Owner whose Townhome the Occupant is occupying. All such rights shall be subject to any Rules established by the Board.
- (b) The Sub-Association shall have nonexclusive easements with the right of access over and across each Lot to make inspections, to prevent or mitigate damage to

Common Areas to maintain, repair, and/or replace or effectuate the restoration of the Common Areas and any other property or improvements for which the Sub-Association is responsible for maintaining which are accessible from such Lot. The Sub-Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Areas for purposes necessary for the proper operation of the Project.

- 9.2 Easements for Party Wall. If any party wall encroaches upon an adjacent Lot as a result of the manner in which it was constructed, or due to settling or shifting, a valid easement for encroachment, and for maintenance of such encroachment, shall exist for the life of the improvement or structure. For every party wall, each Owner grants to the adjoining Townhome Owner who shares the party wall, an easement over and upon the Owner's Townhome for the purpose of maintaining the party wall and for carrying out the other obligations set forth in this Declaration. By taking title to a Townhome, each Owner hereby covenants and agrees not to do anything that will hinder, delay or limit the maintenance of the party wall and the performance of the Sub-Association's obligations under this Declaration.
- 9.3 Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, Townhomes, or Townhome Owners in the Project are hereby reserved to the Sub-Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Areas and the Townhomes by the Owners or Occupants. Each Owner, in taking title to a Townhome, consents to such easements and rights-of-way, and authorizes and appoints the Sub-Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner, and those claiming by, through, or under an Owner, agree to execute, promptly, all such documents and instruments and to do such other things as may be necessary or convenient to effect the same, at the request of the Sub-Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Townhome.
- 9.4 Easements for Encroachments. If any portion of the Common Areas or any Project improvements encroaches upon any Townhome, or if any Townhome encroaches upon any other Townhome or the Common Areas as a result of the manner in which such improvements are constructed, or due to settling, shifting, alteration, replacement, repair or restoration by Declarant or the Sub-Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

ARTICLE 10

USE LIMITATIONS AND CONDITIONS

- 10.1 Nuisance. No noxious or offensive activity shall be carried on any Lot or elsewhere within the Project, nor shall any activity that might be, or become, an annoyance or nuisance to

the Owners or Occupants, be permitted to interfere with their rights of quiet enjoyment, or increase the rate of any insurance, or decrease the value of the Townhomes. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, City, county, state, or federal body. Any violation of this Section 10.1 or any other provision of the Governing Documents may be deemed a Nuisance.

- 10.2 No Unsightly Items. All rubbish, debris, unsightly materials, or similar objects of any kind, shall be regularly removed from Townhomes, and shall not be allowed to accumulate therein or thereon. Refuse containers, and machinery and equipment not a part of the Townhomes, shall be prohibited on the Townhome, unless contained within the Townhome's garage or otherwise obscured from view of neighboring Townhomes and Common Areas. Trash and garbage shall be properly and promptly disposed of.
- 10.3 Restrictions on Business Conducted from a Townhome. No trade or business may be conducted in or from any Townhome unless:
- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from any other Townhome, or the Common Areas;
 - (b) the business activity conforms to all zoning and legal requirements for the Project and the business activity;
 - (c) the business activity does not involve solicitation of Occupants or Owners of the Project or any other residents in the Master Association;
 - (d) the business activity does not create parking issues or increased vehicle traffic in the Project from clients, customers, vendors, service providers, or other individuals coming into the Project, who do not reside in the Project, as determined by the Board, in its sole discretion.
 - (e) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners and Occupants of the Project;
 - (f) the business activity is disclosed to the Board before business is commenced, and a description of the business activity provided, together with a statement of the amount of space required in the Townhome for such activity and a description of any impact on the Project;
 - (g) the business activity will not result in the increase of the cost of any of the Sub-Association's insurance;
 - (h) the Owner of the Townhome resides in the Townhome in which the business activity is proposed for the entire time any business activity is conducted; and

- (i) the Board's ongoing requests for information related to the business, as necessary to determine compliance with this paragraph, are responded to fully and completely.

10.5 Restrictions on Leasing and Non-Owner Occupancy. Any leasing, rental, and non-owner occupancy of a Townhome shall be governed by the Master Declaration and the Master Association Rules. Unless specifically authorized by the City, in a writing, deed restricted Townhomes shall be Owner-occupied.

ARTICLE 11 INSURANCE

11.1 Insurance Requirement of the Sub-Association. It is the intent of this Declaration to subject the Project to the provisions of the Act governing insurance. The Sub-Association shall obtain and maintain such insurance as required by § 57-8a-402 of the Act, including, specifically, the following:

- (a) Comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas in an amount determined by the Board, in its discretion, but in no event less than \$1,000,000.

- (b) Blanket Property Insurance or guaranteed replacement cost insurance on the physical structures of all attached Townhomes and Common Areas appurtenant to Townhomes insuring against all risks of direct physical loss commonly insured against, including fire and extended overage perils. The Sub-Association shall set aside an amount equal to the amount of the Sub-Association's property insurance policy deductible or, if the policy deductible exceeds \$10,000, an amount not less than \$10,000. The Sub-Association shall provide notice in accordance with the Act to the Owners of an Owner's obligation for the Sub-Association's policy deductible and of any change in the amount of the deductible.

11.2 Director's and Officer's Insurance. In addition to the property and liability insurance required under Section 11.1 above, the Sub-Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers of the Sub-Association, and the Sub-Association, against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (a) include coverage for volunteers and employees; (b) include coverage for monetary and non-monetary claims; (c) provide for the coverage of claims made under any fair housing law, or similar state or federal statute, or that are based on any form of discrimination or civil rights claims; and (d) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager, and any employees of the Manager, and may provide

that such coverage is secondary to any other policy that covers the Manager, or any employees of the Manager.

- 11.3 Other and Further Insurance. The Sub-Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration, as the Board shall determine from time to time to be appropriate to protect the Sub-Association and/or the Owners. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.4 Certificates of Insurance. Certificates of Insurance shall be made available to an Owner upon written request consistent with the Act and to Lenders upon written request withing 30 days.

ARTICLE 12 AMENDMENT

- 12.1 General Amendment Requirements. This Declaration may be amended only by an instrument, in writing, approved by Owners holding at least sixty-seven percent (67%) of the total voting interests of the Sub-Association. The right to amend shall be broadly construed to permit any change to the rights, restrictions, obligations, and other terms in the Declaration not inconsistent with the governing documents of the Master Association.
- 12.2 Execution and Effective Date of Amendments. An amendment that has been adopted as provided in Section 12.1 shall be executed by the president of the Sub-Association, and the secretary of the Sub-Association shall certify that the amendment has been approved and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the Office of Recorder for Salt Lake County, Utah.

ARTICLE 13
SPECIAL DECLARANT RIGHTS

- 13.1 Special Declarant Rights. Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have all the rights and powers provided for in this Article 20. If any other article in this Declaration contains the words “notwithstanding anything to the contrary,” or words of similar import, the article shall all nonetheless be subject to the terms in this Article 20.
- 13.2 Right to Appoint the Board During Declarant Control Period. The Declarant shall have the right to appoint and remove all Board Members during the Declarant Control Period. In the appointment of Board Members, the Declarant shall not be bound by any qualifications for Committee Members in the Governing Documents. The Declarant may assume (and shall be presumed to have assumed, unless Declarant notifies the Sub-Association otherwise) the powers of the Board without appointing Board Members pursuant to the rights granted in the Articles of Incorporation to the Declarant.
- 13.3 Declarant Control Period. For purposes of this Article 13, and as used in this Declaration, the “Declarant Control Period” shall mean, and refer to, the period of time which the Declarant owns any Townhome within the Project. During the Declarant Control Period, the Declarant shall retain control, power, and authority over all decision-making ability or authority for the Association and/or the Project. The Declarant shall determine whether to hire professional management during the Declarant Control Period.
- 13.4 Easement Rights. The Declarant shall have, and hereby retains, an easement for access over, under, across, and through the entire Project, and may utilize, allow anyone else to utilize, or may grant easements over, under across, and through, any easement right reserved to anyone in the Declaration.
- 13.5 Right to Amend Plat. Subject to necessary approvals from the City, during the Declarant Control Period, the Declarant shall have the right to amend, change, or modify the Plat, subject only to the requirement that the Declarant get approval from any Owner of a Townhome that has any boundary modified by the Plat.
- 13.6 Assessment Exemption. The Declarant shall be exempt from any Assessments, including any Regular Assessment or special Assessment.

- 113.7 Right to Amend Declaration, Bylaws, Articles of Incorporation, and Rules. Until the expiration of the Declarant Control Period, the Declarant shall have the unilateral right to amend, revise, and modify this Declaration, any Supplement to the Declaration, the Bylaws, Articles of Incorporation, and the Rules, in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone, including, but not limited to, the Owners. Pursuant to § 57-8a-217(6) of the Act, the Declarant's promulgation or amendment of any Rules shall be exempted from the Act's rule-making process. Any amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all Persons having an interest therein including Owners.
- 13.8 Assignment of Special Declarant Rights. The Declarant, at any time, by recording a written notice, may assign or transfer all, or some, of its control, power, authority, or decision-making ability to the Master Association, the Association, or any other Person prior to the end of the Declarant Control Period. In the case of the abandonment of the Project by the Declarant, the cessation of business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant, as provided for in this Declaration, may be exercised by any owner of the undeveloped land within the project or to be expanded into the Project.
- 13.10 Exceptions from Use Restrictions. The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Townhomes owned by the Declarant.
- 13.11 No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents and, specifically, in this Article 13, shall not be substantively or procedurally altered without the written consent of the Declarant until the Declarant Control Period has ended, at which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void, ab initio, to the extent it attempts to alter the rights of the Declarant or any provision of Article, without the consent of the Declarant. Any consent to waive, change, or alter any provisions of this Article by any future Declarant (as a result of any voluntary or involuntary assignment of Declarant rights) shall effect a change to those provisions only as to that Declarant, and shall not be applicable to any prior Declarant without that prior Declarant's specific consent.

- 13.12 Use of Townhomes and Common Areas for Sales Activities. During the Declarant Control Period, the Declarant shall have the right to use any Townhome owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement, and sale of all Townhomes owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas as the Declarant, from time to time, may desire. The Declarant shall have the right to maintain one or more sales offices. Such offices may be located on any Lot, with the permission of the Owner of that Lot, who may be the Declarant, or in one or more separate structures, trailers, or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. The Declarant shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs, or otherwise, any street or other parking as parking for sales only, or to otherwise restrict and use any common parking. The Declarant shall have the right, from time to time, to relocate, move, remove, or add to any of its sales offices, parking restrictions, signs, banners or similar structures or devices.
- 13.13 Declarant Rights Do Not Impose Obligations. The Declarant Rights provided for in this Article 20 shall not be construed to impose any obligation, legal or equitable, related to the issues to which they might apply. Each Owner, by taking title to a Townhome, and the Sub-Association waive and disclaim any such duty, and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.
- 13.14 Declarant Exemption from Statutory Obligations. Pursuant to § 57-8a-217(6) of the Act, Declarant is hereby exempt from the provisions of § 57-8a-217 of the Act. Pursuant to § 57-8a-211(10) of the Act, § 57-8a-211(2)-(9) of the Act shall not apply or have any effect during the Declarant Control Period, and, as allowed specifically by law, the Declarant shall have no duty whatsoever to obtain a Reserve Analysis or to fund any Reserve Fund during the Declarant Control Period.

ARTICLE 14 **MISCELLANEOUS**

- 14.1 Enforcement. The Sub-Association and each Owner shall have the right to enforce, by proceedings at law or in equity, each and every provision of the Sub-Association's Governing Documents, including the right to prevent the violation of any such provision and the right to recover damages and other sums for such violation.
- 14.2 Cumulative Remedies. All rights, options, and remedies of the Sub-Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other. The Sub-Association and the Owners shall have the right to pursue any one, or all, of such rights, options and remedies, or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 14.3 Attorneys' Fees and Cost. In any action to interpret or enforce the Governing Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

- 14.4 Consent, Power of Attorney, Waiver. By taking title to a Townhome, each Owner and consents to the rights reserved to Declarant and the Sub-Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements, and to make necessary and appropriate amendments of this Declaration. By such acceptance, each Owner agrees to execute all documents and to do all other things as may be necessary or convenient to affect the same. Such acceptance shall be deemed an appointment of the Sub-Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf. Such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Sub-Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.
- 14.5 Security. Neither the Declarant nor the Sub-Association or any Board member shall be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project. Neither the Declarant, nor the Sub-Association nor any Board member shall be liable for any loss or damage by reason of criminal conduct within or related to the Project, including any failure to provide security or any ineffectiveness of any security measures undertaken. By taking title to a Townhome and/or residing in the Project, Owners and Occupants agree that neither Declarant nor the Sub-Association or the Board are insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct within the Project, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.
- 14.6 Reasonable Fair Housing Accommodations. Notwithstanding anything to the contrary in this Declaration, the Sub-Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications within the Project that are otherwise prohibited by the Governing Documents, as may be required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate an Owner or Occupant with a disability (as defined by federal or state law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Townhome, the Common Areas, or deviations from a provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 14.7 Conflicting Provisions. In the case of any conflict between Utah law and any of the Governing Documents, the order of priority from the highest to the lowest shall be Utah law, the Plat, this Declaration, the Bylaws, the Articles, and then the Rules. If there is a conflict between any governing document of the Sub-Association and any governing document of the Master Association, the Master Association's governing documents shall control.

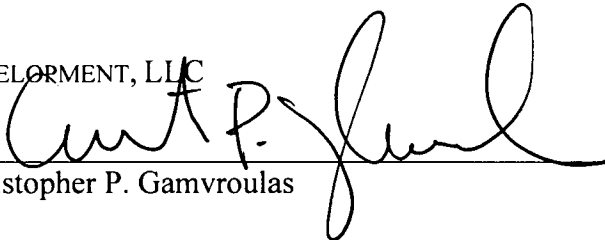
- 14.8 Severability. Invalidation of any portion of this Declaration, by judgment or court order, shall in no way affect any other portion of this Declaration, all of which shall remain in full force and effect.
- 14.9 Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for, or against, or strictly for or against, the Sub-Association, any Owner, or any other Person, subject to their term. Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

[Signature page follows]

Dated this 22ND day of FEBRUARY, 2024.

IVORY DEVELOPMENT, LLC

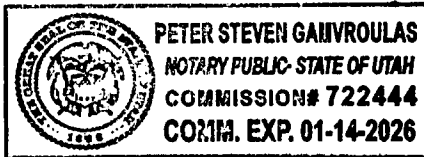
By:


Christopher P. Gamvroulas

Its: President

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

On this 22ND, day of FEBRUARY, 2024, personally appeared before me, Christopher P. Gamvroulas, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the president of Ivory Development, LLC and that said document was signed by him, on behalf of said Corporation with all necessary authority, and acknowledged to me that said company executed the same.



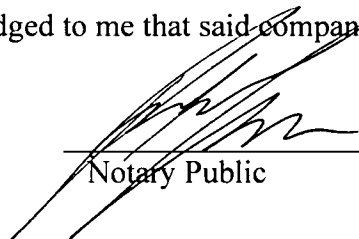

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 174 through 186, inclusive, as shown on the official 1C and final plat on file and of record in the Office of the Recorder for Salt Lake County, Utah and recorded on Feb. 23, 2024 as Entry No. 14207733 and all appurtenant Common Areas as shown thereon.

Parcel Nos.