

178077-CPI

When Recorded Return To:

Olympia Utah, LLC  
527 E. Pioneer Rd. Ste. 200  
Draper, Utah 84020

14263275 B: 11504 P: 459 Total Pages: 6  
07/11/2024 03:10 PM By: vanguyen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax ID: 26-34-226-012, 26-34-276-022

**SUPPLEMENTAL DECLARATION TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR OLYMPIA  
(Mt. Rainier Phase 1)**

This Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Olympia ("**Supplemental Declaration**") is executed and adopted by Olympia Utah, LLC, a Utah limited liability company ("**Declarant**").

**RECITALS**

A. This Supplemental Declaration shall amend and supplement the Master Declaration of Covenants, Conditions, and Restrictions for Olympia recorded with the Salt Lake County Recorder's Office on January 31, 2024, as Entry No. 14199847 (the "**Master Declaration**"), by annexing certain Additional Land into the Project as identified herein. See Exhibit A.

B. Olympia Utah, LLC is the Declarant as identified and set forth in the Master Declaration.

C. Olympia Ranch 4, LLC is the owner of the Subject Property and consents to the terms of this Supplemental Declaration and its recording.

D. As per Sections 14.1 and 15.2 of the Master Declaration, Declarant reserved the right to unilaterally amend and supplement the Master Declaration and to expand the Project with the addition of all or a portion of the Additional Land described in the Master Declaration. Declarant now desires to add a portion of the Additional land as hereinafter provided for.

E. As of the date of this Supplemental Declaration, the Control Period remains in effect.

F. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Master Declaration.

**NOW THEREFORE**, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

**ANNEXATION**

1. **Annexation of Additional Land.** Declarant hereby confirms that all of the real property identified and described in Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") is submitted to and properly annexed into the Project and made subject to the Master Declaration.

2. **Plat.** The real properties described in Section 1 above, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Master Declaration, shall be more particularly set forth on the **MT RAINIER AT OLYMPIA PHASE 1** plat map, which plat map will be recorded in the office of the Salt Lake County Recorder.

3. **Submission.** The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Master Declaration and all supplements and amendments thereto except as provided in Section 4 of this Supplemental Declaration.

4. **Membership.** The Owner of each Lot or parcel within the Subject Property shall be a member of the Olympia Master Association, Inc. ("**Master Association**") and shall be entitled to all benefits of such membership as set forth in the Master Declaration and shall be subject to the Master Declaration, except as set forth herein.

5. **Allocated Interests.** In accordance with the Master Declaration, each Lot shall be assigned an Allocated Interest factor of 1 for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Master Declaration or the Act.

6. **Allocation of Regular Assessments.** Each Lot within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Regular Assessments levied by the Master Association as permitted under the Declaration.

7. **Benefit Assessment Area.** In addition to the rights and obligations set forth in the Declaration and this Supplemental Declaration, certain Lots within the Subject Property may also be subject to additional rights and obligations as set forth in a Board Resolution that creates a Benefit Assessment Area. Benefit Assessment Areas may be established to govern or maintain facilities or amenities unique to the benefitted Lots including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other private Parcels or Limited Common Areas exclusive to the Benefitted Area Lots.

8. **Maintenance Allocations.** Unless otherwise set forth in a Board Resolution creating a Benefit Assessment Area, or additional Supplemental Declaration, the Lots within the Subject Property shall be subject to the general maintenance allocations set forth in the Declaration.

9. **Reservation of Declarant's Rights.** All rights concerning the Project reserved to Declarant in the Master Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the same terms, provisions and limitations set forth in the Master Declaration.

10. **Effective Date.** This Supplemental Declaration shall take effect upon being recorded with the Salt Lake County Recorder.

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IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, has executed this Supplemental Declaration this 9 day of July, 2024.

**DECLARANT**  
**OLYMPIA UTAH, LLC**  
a Utah limited liability company

Signature: [Signature]

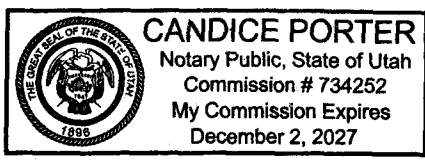
Name: Ryan Button

Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake

On the 9 day of July, 2024, personally appeared before me Ryan Button who by me being duly sworn, did say that she/he is an authorized representative of Olympia Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



IN WITNESS WHEREOF, the owner of the Subject Property consents to the terms and restrictions of the Supplemental Declaration this 9 day of July, 2024.

**SUBJECT PROPERTY OWNER**  
**OLYMPIA RANCH 4, LLC**  
a Utah limited liability company

By: [Signature]

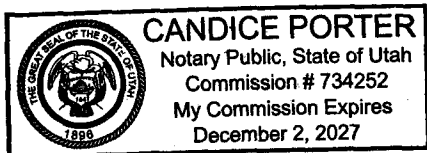
Name: Ryan Burton

Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH

COUNTY OF Salt Lake ss.

On the 9 day of July, 2024, personally appeared before me Ryan Burton who by me being duly sworn, did say that she/he is an authorized representative of Olympia Ranch 4, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

**EXHIBIT A**  
**SUBJECT PROPERTY LEGAL DESCRIPTION**

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°32'10" East 206.97 feet;  
thence Southeasterly 307.56 feet along the arc of a 523.50 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 72°42'19" East 303.15 feet with a central angle of 33°39'41");  
thence Southeasterly 120.08 feet along the arc of a 68.50 foot radius curve to the right (center bears South 35°26'36" West and the chord bears South 04°20'10" East 105.29 feet with a central angle of 100°26'28");  
thence South 44°36'10" West 7.96 feet;  
thence South 45°23'50" East 133.50 feet;  
thence North 44°36'10" East 22.12 feet;  
thence Southeasterly 186.69 feet along the arc of a 330.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 184.22 feet with a central angle of 32°21'54");  
thence South 38°50'05" East 47.56 feet;  
thence Southeasterly 117.49 feet along the arc of a 570.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 32°55'46" East 117.29 feet with a central angle of 11°48'37");  
thence Southeasterly 142.71 feet along the arc of a 300.00 foot radius curve to the right (center bears South 62°58'49" West and the chord bears South 13°23'30" East 141.37 feet with a central angle of 27°15'22");  
thence South 00°14'11" West 66.62 feet;  
thence North 89°48'15" West 202.47 feet;  
thence Southeasterly 58.65 feet along the arc of a 277.50 foot radius curve to the right (center bears South 78°09'01" West and the chord bears South 05°47'43" East 58.54 feet with a central angle of 12°06'31");  
thence South 00°15'33" West 234.99 feet;  
thence Southwesterly 97.38 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°28'54" West and the chord bears South 56°18'51" West 82.70 feet with a central angle of 111°35'31");  
thence Northwesterly 21.62 feet along the arc of a 30.00 foot radius curve to the left (center bears South 22°06'36" West and the chord bears North 88°32'01" West 21.15 feet with a central angle of 41°17'14");  
thence South 70°49'22" West 99.65 feet;  
thence Southwesterly 33.75 feet along the arc of a 177.50 foot radius curve to the right (center bears North 19°10'38" West and the chord bears South 76°16'10" West 33.70 feet with a central angle of 10°53'35");  
thence Southwesterly 23.48 feet along the arc of a 15.00 foot radius curve to the left (center bears South 08°17'03" East and the chord bears South 36°52'20" West 21.16 feet with a central angle of 89°41'14");

thence South 71°43'45" West 55.83 feet;  
thence Northwesterly 106.21 feet along the arc of a 677.50 foot radius curve to the right (center bears North 81°11'04" East and the chord bears North 04°19'27" West 106.10 feet with a central angle of 08°58'57");  
thence North 00°10'01" East 367.08 feet;  
thence Northeasterly 16.48 feet along the arc of a 50.00 foot radius curve to the right (center bears South 89°49'41" East and the chord bears North 09°36'52" East 16.41 feet with a central angle of 18°53'05");  
thence South 89°58'24" West 262.94 feet;  
thence North 00°04'33" West 407.95 feet;  
thence Northwesterly 118.39 feet along the arc of a 522.50 foot radius curve to the left (center bears South 12°54'22" West and the chord bears North 83°35'06" West 118.13 feet with a central angle of 12°58'55");  
thence South 89°55'27" West 20.84 feet;  
thence North 00°04'33" West 228.66 feet to the point of beginning.

Contains 515,291 Square Feet or 11.829 Acres and 28 Units and 5 Parcels

**Parcel Numbers: Not yet assigned**