

WHEN RECORDED RETURN TO:

Bryan B. Todd  
The McCullough Group  
405 S. Main Street, Suite 800  
Salt Lake City, UT 84111

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**SUPPLEMENTAL DECLARATION  
(AFCU PARCEL)**

**THIS SUPPLEMENTAL DECLARATION** (this “**Supplemental Declaration**”) is made as of February 9, 2022 by **EM COMMERCIAL DEVELOPMENT, LLC**, a Utah limited liability company (“**Declarant**”), and joined by **MONTE VISTA RANCH, L.C.**, a Utah limited liability company (“**Master Declarant**”).

**RECITALS**

**WHEREAS**, on October 29, 2009, Master Declarant caused to be recorded that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, as Entry No. 113261:2009 in the official records of the office of the Utah County Recorder, State of Utah, (the “**Recorder’s Office**”) as amended by that certain Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on December 13, 2010, Entry No. 108314:2010, and as further amended by that certain Second Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on May 25, 2018, Entry No. 49096:2018, and as further amended by that certain Third Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on June 14, 2019, Entry No. 54420:2019, and as further amended by that certain Fourth Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on September 17, 2019, Entry No. 92248:2019, as further amended by that certain Fifth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on November 8, 2019, as Entry No. 117084:2019; as further amended by that certain Sixth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on July 30, 2021, as Entry No. 133535:2021, and as further amended by that certain Seventh Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on August 23, 2021, as Entry No. 146829:2021 (“**Master Declaration**”);

**WHEREAS**, the Master Declaration anticipated the formation of various Districts (as defined in the Master Declaration) within the Properties (as defined in the Master Declaration) as part of developing the Properties as an integrated master planned community of residential, commercial, mixed use, and industrial uses;

**WHEREAS**, as the Declarant desired to designate the Shopping Center Land (as defined in the Declaration) as a separately denominated commercial District subject to the Master Declaration, and to establish certain covenants, conditions, restrictions and easements to such District, and Master Declarant consenting, the Declarant and the Master Declarant caused to be recorded in the Office of the County Recorder's Office that certain Declaration of Covenants, Conditions and Restrictions of Marketplace at Eagle Mountain Town Center, dated July 19, 2021 and recorded July 27, 2021 as Entry No. 130929:2021 (the "**Declaration**");

**WHEREAS**, the Declaration encumbers that certain real property located in Utah County, Utah, more particularly described therein, and described on Exhibit A attached hereto (the "**Shopping Center Land**");

**WHEREAS**, capitalized terms which are not otherwise defined in this Supplemental Declaration shall have the same meanings given to them in the Declaration;

**WHEREAS**, being in the Declarant Control Period (as such is defined in the Declaration), Declarant has the right to modify or amend the Declaration at any time, so long as such modification does not materially and adversely impact the Grocery Store Owner, the Grocery Store Lot or the Grocery Store Lot Building; and

**WHEREAS**, Declarant desires to supplement and modify the Declaration as set forth below as it applies to the portion of the Property legally described as follows (the "**AFCU Parcel**");

Lot 5 of the Subdivision Plat of Marketplace at Eagle Mountain Town Center Subdivision, as recorded in the official records of the Utah County Recorder's Office on July 19, 2021, as Entry No. 127110:2021, also known and further defined as "Pad "D" under the terms of the Declaration;

**NOW, THEREFORE**, the Declaration is hereby supplemented and modified as follows (capitalized terms used but not defined herein shall be defined as set forth in the Declaration):

1. Maintenance of Common Facilities. Pursuant to Section 6.4, Declarant hereby expressly authorizes America First Credit Union and its successors in interest ("**AFCU**") to self-maintain the AFCU Parcel so long as AFCU at all times complies with all Applicable Laws and maintains the AFCU Parcel in a first-class and safe and clean condition, including but not limited to, the maintenance and repair of the drive and parking areas, trash removal, signage, landscaped areas and any Common Facilities located on the AFCU Parcel. AFCU shall also be responsible for its pro-rata share of the Common Facilities Operating Costs which arise in connection with the Non-Exclusive Common Facility Areas shown on Exhibit B hereto, as the same may be expanded or added to in connection with any expansion of or addition to the Shopping Center (the "**Non-Exclusive Operating Costs**"); provided, however, that AFCU's participation in any expansion of or addition to the Shopping Center shall be limited to its pro-rata share of Non-Exclusive Common Facility Areas only. AFCU's pro-rata share of the Non-Exclusive Operating Costs shall be derived by multiplying the annual Non-Exclusive Operating Costs by a fraction, the numerator of which is the total floor area of the AFCU building and the denominator of which is the total floor area of the Shopping Center ("**Pro-Rata Share**"). AFCU's Pro-Rata Share shall

not increase annually by more than five percent (5%) of the prior annual amount paid by AFCU, excluding uncontrollable expenses, such as snow removal, taxes and insurance. Notwithstanding anything in the Master Declaration, the Declaration, or otherwise to the contrary: (a) as long as AFCU self maintains the AFCU Parcel and pays its Pro-Rata Share of the Non-Exclusive Operating Costs, then it shall have no obligation to pay any share of any of the remaining maintenance costs of the Common Facilities for the remainder of the Shopping Center; and (b) AFCU shall not be responsible or obligated to contribute any sums to promotional, marketing, or advertising programs or join any merchant's or development association or, pursuant to Section 6.4 of the Declaration, otherwise share in the costs of the Common Facilities or Operating Costs, except as expressly set forth herein.

2. Parking. AFCU may install exclusive parking signs on the four (4) parking stalls on the AFCU Parcel which are closest to the main entrance of AFCU's building.

3. Signs. AFCU shall be included on one Center Sign along Eagle Mountain Boulevard, where the Center Sign space allocated to AFCU shall be equal to one tenant panel, as specified by the final size and shape of the final design for the Center Sign. The tenant panel will be equal to the size of the other tenant panels and not be more than ten (10) percent of the sign. AFCU shall pay its proportionate share of the Operating Costs of such Center Sign, which proportionate share shall be equal to its percentage of space allocated on such Center Sign.

4. Integration. To the extent there are any inconsistencies between the Declaration and this Supplemental Declaration, or any previous declarations and amendments, the terms, conditions and provisions of this Supplemental Declaration shall control. Except as specifically set forth to the contrary in this Supplemental Declaration, the Owners hereby ratify, confirm and incorporate by reference herein as if fully set forth each and every term, representation, warranty, condition and covenant of the Declaration which shall remain in full force and effect. In the event of any conflict between the provisions of the Declaration and this Supplemental Declaration, the provisions of this Supplemental Declaration shall govern and control. Any provisions of the Declaration not amended by this Supplemental Declaration but related to the subject matter of this Supplemental Declaration shall be interpreted in such a manner as to give full force and effect to the intent of this Supplemental Declaration even if contrary to the original intent of any such provision.

5. Effective Date. This Supplemental Declaration shall be effective once it has been fully executed and recorded in the in the official records of Utah County, Utah.

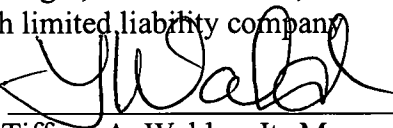
6. Counterparts. This Supplemental Declaration may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one fully executed document.



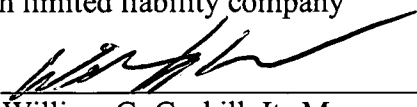
IN WITNESS WHEREOF, the Owners have executed this Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions (and Grant of Easements) as of the day and year first set forth above.

**EM COMMERCIAL DEVELOPMENT, LLC,**  
a Utah limited liability company

By: Its Manager, Diamante Vista, L.L.C.,  
a Utah limited liability company

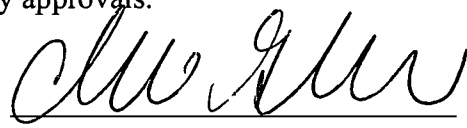
By:   
Tiffany A. Walden, Its Manager

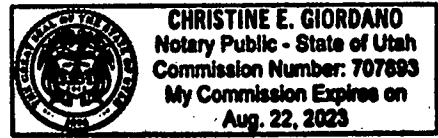
By: Its Manager, CP EM, LLC,  
a Utah limited liability company

By:   
William G. Gaskill, Its Manager

STATE OF UTAH )  
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COUNTY OF UTAH )


On February 9, 2022 Tiffany A. Walden personally appeared before me, and being by me duly sworn, did say that she executed this Supplemental Declaration in the capacity indicated, and with all necessary approvals.

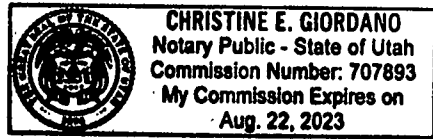
NOTARY PUBLIC: 



STATE OF UTAH )  
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COUNTY OF UTAH )

On February 9, 2022 William G. Gaskill personally appeared before me, and being by me duly sworn, did say that he executed this Supplemental Declaration in the capacity indicated, and with all necessary approvals.

NOTARY PUBLIC: 




[additional signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Master Declarant has caused this Supplemental Declaration to be executed as of the date first set forth above.

**MASTER DECLARANT:**  
**MONTE VISTA RANCH, L.C.**  
a Utah limited liability company

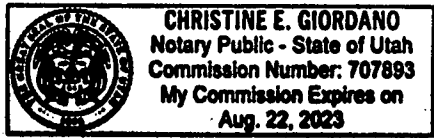
By: Its Manager, MVR MANAGEMENT, LLC  
a Utah limited liability company

By:   
Name: Tiffany A. Walden  
Its: Manager

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

On February 9, 2022, personally appeared before me Tiffany A. Walden the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C., who being by me duly sworn, did say that she is the authorized agent of the Master Declarant authorized to execute this Supplemental Declaration signed by her on behalf of said Master Declarant by authority of its operating agreement and who acknowledged to me that said Master Declarant executed the same.

  
NOTARY PUBLIC



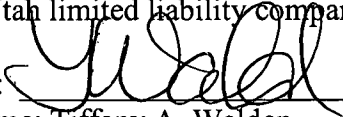
**OWNER CONSENT  
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
EASEMENT OF MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER**

In witness whereof, the undersigned, as owner of the property described in **Schedule "A"** of this Supplemental Declaration, hereby consents to the within and foregoing Supplemental Declaration and the recording of such this 9 day of February 2022.

**OWNER:**

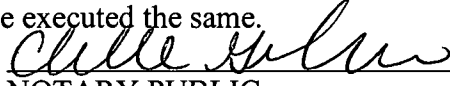
**MONTE VISTA RANCH, L.C.**  
a Utah limited liability company

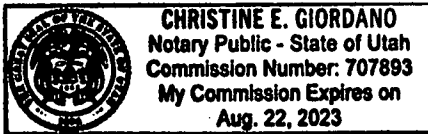
By: Its Manager, MVR MANAGEMENT, LLC  
a Utah limited liability company

By:   
Name: Tiffany A. Walden  
Its: Manager

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

On this 9 day of February, 2022, personally appeared before me Tiffany A. Walden the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C., who being by me duly sworn, did say that she is the authorized agent of the Owner authorized to execute this Supplemental Declaration signed by her on behalf of said Owner by authority of its operating agreement and who acknowledged that she executed the same.

  
NOTARY PUBLIC



**EXHIBIT A****LEGAL DESCRIPTION OF SHOPPING CENTER LAND****PARCEL 1:**

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows:

Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1/16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.

**PARCEL 2:**

Commencing North 1243.99 feet and East 321.88 feet from the South 1/4 Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N18°55'24"E 28.66 feet; thence along the arc of a 1749.46 radius curve to the left (chord bears: N10°00'28"E 538.914 feet); thence N1°22'57"E 9.64 feet; thence N89°50'58"W 25.78 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) 76.54 feet; thence West 391.09 feet; thence North 251.34 feet; thence S89°57'53"W 1199.87 feet; thence South 101.6 feet; thence East 305.8 feet; thence South 306 feet; thence West 306 feet; thence North 407.6 feet; thence S89°57'53"W 189.01 feet; thence S1°21'47"W 752.08 feet; thence along the arc of a 9950.49 foot radius curve to the left (chord: S61°44'39"E 23.49 feet); thence N88°57'07"E 1703.74 feet to beginning.

TOGETHER WITH the following:

Commencing North 1746.91 feet and West 2271.8 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence West 391.09 feet; thence North 251.34 feet; thence N89°57'53"E 99.05 feet; thence S22°13'07"E 177.82 feet; thence

S89°50'58"E 228.29 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) to the beginning.

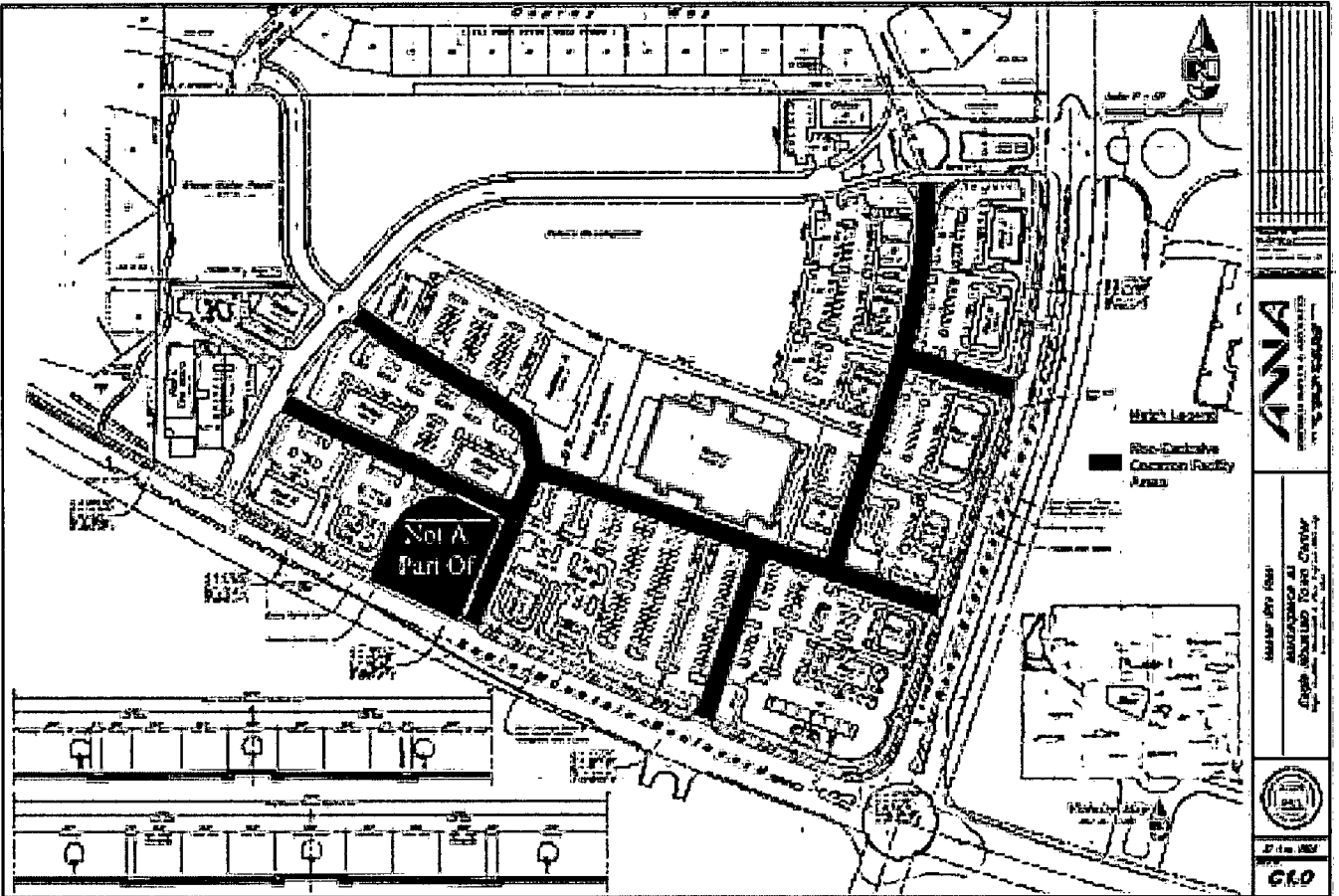
LESS AND EXCEPTING the following:

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows: Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1/16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B. & M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.



**EXHIBIT B**

**DEPICTION OF NON-EXCLUSIVE COMMON FACILITY AREAS**



*Handwritten signature or initials*