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WHEN RECORDED, MAIL TO:

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Ballard Spahr LLP
201 So. Main Street, Suite 800
Salt Lake City, UT 84111-2221

E# 3259176 PG 1 OF 4
LEANN H KILTS, WEBER CTY. RECORDER
11-OCT-22 3:24 PM FEE \$40.00 TN
REC FOR: EVANS

A.P.N. No. 20-169-0002

**TERMINATION AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
FOR
SANCTUARY BEACH HOUSE**

THIS TERMINATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SANCTUARY BEACH HOUSE (this "Termination Amendment") is executed by Sanctuary Utah, LLC a Utah limited liability company ("Declarant"), pursuant to the provisions of Title 57, Chapter 8a, Utah Code Ann., as amended (the "Community Association Act"), and the provisions of the Declaration described in Recital A below.

RECITALS:

A. On May 3, 2019, Sanctuary Beach House, LLC a limited liability company recorded in the Weber County Recorder's Office that certain Declaration of Covenants, Conditions, Easements and Restrictions for Sanctuary Beach House as Document No. 2978016, as amended (the "Declaration") covering the real property and improvements situated in Weber County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. On August 11, 2022, Sanctuary Beach House, LLC recorded in the Weber County Recorder's Office an Assignment and Assumption of Declaration of Covenants, Conditions, Easements and Restrictions of Sanctuary Beach House as Document No. 3250097 made by Sanctuary Beach House, LLC to and for the benefit of Declarant, pursuant to which Sanctuary Beach House, LLC assigned and transferred to Declarant and its successors and assigns, without representation and warranty, all of Sanctuary Beach House, LLC right, title and interest under the Declaration.

C. Pursuant to Section 14.3 of the Declaration, Declarant reserved the right to unilaterally terminate the Declaration prior to the closing of a sale of the first Shared Ownership Interest. Declarant has not closed on the sale of any Shared Ownership Interests in the Shared Ownership Program. Accordingly, Declarant hereby exercises its unilateral right to execute and record this Termination Amendment for the purposes of terminating the Declaration and the Shared Ownership Program.

NOW, THEREFORE, Declarant hereby exercises its unilateral right to terminate the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Termination Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Termination Amendment.

2. Termination of Declaration and other Governing Documents. Upon recording of this Termination Amendment, the terms and provisions of the Declaration and all amendments, notices, and other documents pertaining thereto, and any and all rules and regulations promulgated thereunder (collectively, the "Governing Documents"), including without limitation the Articles, the Bylaws and the Rules, shall be terminated and the Shared Ownership Program shall be deemed to be released from any and all provisions of the Community Association Act and of such Governing Documents. Additionally, upon recording of this Termination Amendment, the Declaration shall have no further force and effect, and shall be released from the records as an encumbrance against the Property.

3. Additional Documents. Declarant reserves the right to unilaterally execute and deliver such additional documents and do such other acts as may be reasonably necessary to fully implement the intent of this Termination Amendment.

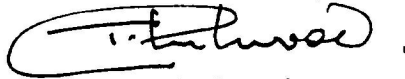
4. Authority. Declarant hereby certifies that Declarant may execute this Termination Amendment without the consent or signature of any other party or Owner as provided in Section 14.3 of the Declaration.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Termination Amendment is hereby executed this 11
day of October, 2022.

DECLARANT:

SANCTUARY UTAH, LLC,
A Utah limited liability company

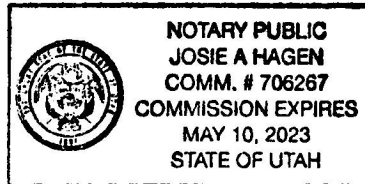


By: Tim Charlwood
Its: Managing Member

STATE OF Utah)
COUNTY OF Summit) :ss.

On this 11 day of October, 2022, before me, the undersigned, a Notary Public
in and for the State of Utah, duly commissioned and sworn, personally appeared
Tim Charlwood, the Managing Member of Sanctuary Utah, LLC.

Witness my hand and official seal affixed the day and year first above written.



Notary Public
My Commission Expires: 5/10/23
Josie A Hagen
Notary Public in and for the State of Utah
Residing at Summit County
My appointment expires: 5/10/23

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

Lot 2, SANCTUARY LAKESIDE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Weber County Recorder, State of Utah.