

**DECLARATION OF LONE PEAK SHARED USE AND MAINTENANCE  
- LOTS 14, 15 AND 16**

This DECLARATION OF LONE PEAK SHARED USE AND MAINTENANCE - LOTS 14, 15 AND 16 ("**Declaration**") is made as of the 28<sup>th</sup> day of December, 2018, by STORIED DEER VALLEY, LLC, a Delaware limited liability company ("**Declarant**").

**RECITALS**

WHEREAS, pursuant to that certain *Assignment and Assumption Agreement Regarding Declarant's Rights Under Declaration of Covenants, Conditions and Restrictions for Tuhaye*, recorded as Entry No. 447959 in the records of the Wasatch County Recorder, Declarant is the Declarant under the *Declaration of Covenants, Conditions and Restrictions for Tuhaye, a Planned Community*, recorded as Entry No. 258750 in the records of the Wasatch County Recorder, as amended ("**Master Declaration**") and is currently developing the multi-family residential development commonly known as "Tuhaye" within Wasatch County, Utah;

WHEREAS, Declarant is the owner of those certain lots in Wasatch County, Utah, described as Lot 14, Lot 15 and Lot 16 of Tuhaye Lone Peak Subdivision ("**Lots**"), as shown on a plat to be recorded concurrently herewith in the Office of the Wasatch County Recorder, as may be further amended and/or supplemented from time to time ("**Plat**"); and,

WHEREAS, the Lots will be developed by the owners thereof (sometimes referred to herein collectively as "**Owners**" and in the singular as an "**Owner**") and, in connection therewith, Declarant desires to subject portions of the Lots to the covenants, conditions, and restrictions hereinafter set forth.

NOW, THEREFORE, incorporating the above recitals and in consideration of the premises and the easements and covenants contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby declare, subject to the terms and conditions of this Declaration, as follows:

1. Defined Terms. All defined terms delineated with initial capital letters in this Declaration that are not defined herein shall have the meaning ascribed to them in the Master Declaration. Other terms have the meanings commonly ascribed to them. As used herein, the term "**Lot 14 Owner**" shall mean the owner of Lot 14, the term "**Lot 15 Owner**" shall mean the owner of Lot 15, and the term "**Lot 16 Owner**" shall mean the owner of Lot 16. The Lot 14 Easement Area and the Lot 15 Easement Area shall collectively be known as the "**Easement Area**".

2. Easements and Rights.

- a) Lot 14 Easement. Subject to the provisions set forth in this Declaration, Lot 16 Owner hereby grants and conveys to the Lot 14 Owner, and its successors and assigns, a perpetual, non-exclusive easement over, across, upon, and through that portion of the easement area identified as the "Slope, Drainage and Access Easement Crossing LP-15 and LP-16 for the benefit of LP-14 67,988 S.F. /1.56 AC" located on Lot 16, and Lot 15 Owner hereby grants and conveys to the Lot 14 Owner, and its successors and assigns, a perpetual, non-exclusive easement over, across, upon, and through that portion of the easement area identified as the "Slope, Drainage and Access Easement Crossing LP-15 and LP-16 for the benefit of LP-14 67,988 S.F. /1.56 AC" located on Lot 15, each as more particularly shown on Exhibit A, attached hereto and incorporated herewith ("**Lot 14 Easement Area**") for pedestrian and vehicular (including, but not limited to passenger, service, and delivery vehicles) ingress and egress to and from Lot 14 by the

Lot 14 Owner, its successors, assigns, agents, employees, contractors, subcontractors, invitees, licensees and tenants ("**Lot 14 Access Easement**") and, subject to the terms of this Declaration, for access to, installation of, maintenance of, repair of, replacement of, the right to hook up to, or use the Common Utilities, as defined below, within the Lot 14 Easement Area by the Lot 14 Owner, its successors, assigns, agents, employees, contractors, subcontractors, invitees, and licensees to the extent the Common Utilities were designed to serve improvements within Lot 14 ("**Lot 14 Utility Easement**"). The Lot 14 Access Easement shall include the right, subject to the terms of this Declaration, to maintain, repair, replace, and share a Joint Access Road, as defined below, within the Lot 14 Easement Area to the extent the same was designed to provide access to Lot 14. Collectively, the Lot 14 Access Easement and the Lot 14 Utility Easement shall be known as the "**Lot 14 Easement**". The Lot 16 Owner, for itself and for the benefit of any subsequent Owners of Lot 16, reserves the right to use all or part of the Lot 14 Easement Area located on Lot 16 in conjunction with the Owner of Lot 14, as long as such further uses and/or conveyances do not interfere with the easement rights set forth herein, and the Lot 15 Owner, for itself and for the benefit of any subsequent Owners of Lot 15, reserves the right to use all or part of the Lot 14 Easement Area located on Lot 15 in conjunction with the Owner of Lot 14, as long as such further uses and/or conveyances do not interfere with the easement rights set forth herein.

- b) Lot 15 Easement. Subject to the provisions set forth in this Declaration, Lot 16 Owner hereby grants and conveys to the Lot 15 Owner, and its successors and assigns, a perpetual, non-exclusive easement over, across, upon, and through the easement area identified as the "Slope, Drainage and Access Easement Crossing LP-16 for the benefit of LP-15 39,691 S.F. / .91 AC", as more particularly shown on Exhibit B, attached hereto and incorporated herewith ("**Lot 15 Easement Area**") for pedestrian and vehicular (including, but not limited to passenger, service, and delivery vehicles) ingress and egress to and from Lot 15 by the Lot 15 Owner, its successors, assigns, agents, employees, contractors, subcontractors, invitees, and licensees ("**Lot 15 Access Easement**") and, subject to the terms of this Declaration, for access to, installation of, maintenance of, repair of, replacement of, the right to hook up to, or use the Common Utilities, as defined below, within the Lot 15 Easement Area by the Lot 15 Owner, its successors, assigns, agents, employees, contractors, subcontractors, invitees, and licensees to the extent the Common Utilities were designed to serve improvements within Lot 15 ("**Lot 15 Utility Easement**"). The Lot 15 Access Easement shall include the right, subject to the terms of this Declaration, to maintain, repair, replace, and share a Joint Access Road, as defined below, within the Lot 15 Easement Area to the extent the same was designed to provide access to Lot 15. Collectively, the Lot 15 Access Easement and the Lot 15 Utility Easement shall be known as the "**Lot 15 Easement**". The Lot 16 Owner, for itself and for the benefit of any subsequent Owners of Lot 16, reserves the right to use all or part of the Lot 15 Easement Area in conjunction with the Owner of Lot 15, as long as such further uses and/or conveyances do not interfere with the easement rights set forth herein.

### 3. Maintenance and Operation.

3.1 Maintenance. Within the Easement Area, the Owners shall be jointly responsible for the maintenance, repair and replacement of: (a) a permanent asphalt road or other approved roadway surface, as well as any curb cuts, entrances, exits, gates, driveways, or sidewalks, if any, related to same (as such may be improved, altered, modified, and/or relocated from time to time)(collectively, the "**Joint Access Road**"), and (b) any electric, telephone, telecommunication, water, gas, drainage and sanitary sewer lines, connections, facilities, and other equipment (as the same may be improved, altered, modified,

and/or relocated from time to time)(collectively, "**Common Utilities**"). The Owners shall maintain or cause to be maintained such Joint Access Road and Common Utilities in good condition and repair, ordinary wear and tear excepted, and further agree to perform any capital improvements or repairs necessary or required to discharge their maintenance obligations under this Declaration. The Owners shall be responsible for all snow removal on the Joint Access Road. The Owners shall contract with mutually agreed upon vendors for maintenance, repairs, and replacements as necessary or appropriate, to discharge their maintenance obligations under this Declaration. All contracts shall require prior written consent by all Owners prior to binding execution.

3.2 Meetings. Within ten (10) days of a request by any Owner, the Owners shall meet to discuss the operation, maintenance, repair, and/or replacement of the Joint Access Road and Common Utilities, as provided under this Declaration.

3.3 Rules and Regulations for Use of the Joint Access Road and Common Utilities. The Owners may establish reasonable rules and regulations mutually agreed upon governing the use of the Joint Access Road and Common Utilities ("**Rules**"). Such Rules shall not discriminate against either Owner, or the residents within each Lot, and shall be applied and enforced in a non-discriminatory manner.

4. Maintenance Costs and Expenses. Subject to the provisions of Section 5, each Owner shall be liable for one-third (1/3) of all costs to repair and maintain the Joint Access Road and Common Utilities pursuant to the requirements of this Declaration. Payment shall be made within fifteen (15) days of receipt of an invoice for services performed and reasonable supporting evidence of the costs incurred.

5. Construction Damage. Notwithstanding anything in this Declaration to the contrary, if an Owner or an Owner's builder, contractor, or other invitee damages or destroys any portion of the Joint Access Road and/or the Common Utilities during the construction of a residence on such Owner's Lot, the owner of the Lot pursuing construction of their residence ("**Constructing Owner**") shall be required to repair and restore the Joint Access Road and/or Common Utilities damage or destruction (as applicable) to substantially the same condition in which the Joint Access Road and/or Common Utilities existed prior to any such damage or destruction, at such Constructing Owner's sole expense. Any repair or restoration work must be commenced within a reasonable period of time not to exceed thirty (30) days after the date the Constructing Owner is notified in writing of the damage by the other Owner and diligently pursued until such repair or restoration work is completed. All such repair or replacement work must comply with all laws, ordinances, regulations, and rules of governmental and quasi-governmental authorities with jurisdiction over the Lots, as well as all requirements of this Declaration.

6. Default. In the event of any default under the provisions of this Declaration, the non-defaulting party ("**Non-Defaulting Party**") shall give written notice to the defaulting party ("**Defaulting Party**") of such default. The Defaulting Party shall have thirty (30) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within thirty (30) days, such longer time as may be reasonably necessary to cure such default, provided that the Defaulting Party commences to cure such default within said thirty (30) days and diligently prosecutes the same to completion. If such default is not timely cured, the Non-Defaulting Party shall be entitled to (a) cure such default at the expense of the Defaulting Party, and the Defaulting Party shall pay the expense thereof upon receipt of written demand from the Non-Defaulting Party (such written demand shall include such invoices and reasonable supporting evidence of the costs incurred), along with interest on the amount due at one and one-half percent (1.5%) per month from the date due until paid, and (b) any other remedies at law or in equity to enforce collection (collectively, the "**Self Help Remedies**"). Notwithstanding the foregoing, in the event of an emergency or if work is required by law or notice of code or other violations, the Defaulting Party shall cure such default within two (2) business days of receipt of written notice from

the Non-Defaulting Party or the Non-Defaulting Party may pursue any such Self Help Remedies as provided in this Section 6.

7. Insurance. Each Owner shall, at all times during the term of this Declaration, keep or cause to be kept in force a policy or policies of comprehensive general liability insurance, or an endorsement on a blanket comprehensive general liability insurance policy or policies, protecting any and all claims and liabilities arising out of injuries to or the death of any persons through the use of the Joint Access Road and Common Utilities or for property damage arising out of the use of the Joint Access Road and Common Utilities at such policy limits as determined in the reasonable discretion of each Owner. If available, said policy or policies should contain a cross-liability endorsement, and certificates of insurance evidencing the existence in force of the policies of insurance required to be obtained pursuant to this Section 7.

8. Estoppel Certificates. Each Owner agrees, without charge, to deliver to the requesting Owner within fifteen (15) days after written request therefor, a written instrument duly executed and acknowledged certifying: (a) whether or not the requesting Owner has observed and performed all of the terms and conditions required to be performed under this Declaration, and if not, specifying the same, (b) the amounts, if any, which the certifying Owner has expended that the requesting Owner is obligated to reimburse pursuant to this Declaration, and (c) such other matters regarding this Declaration or the Owner's respective performance hereunder as the requesting Owner may reasonably request.

9. General Provisions.

9.1 Governing Law. The Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

9.2 Headings. The section headings herein are used only for the purpose of convenience only and shall not be deemed to define or limit the subject of the sections of this Declaration or to be considered in their construction.

9.3 Further Assurances. Each of the Owners hereto agrees to execute and deliver any and all additional papers, documents, and other assurances that may be required, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Owners hereto.

9.4 Attorney's Fees. In any action, mediation, arbitration or other proceeding (collectively, "**Action**") between the Owners to and arising out of this Declaration, the prevailing Owner in such Action shall be awarded, in addition to other damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

9.5 Successors; Binding Effect. The provisions of this Declaration are intended to and shall be construed to be covenants running with the land. This Declaration is for the mutual benefit of the Owners hereto and their respective heirs, successors and assigns, and each of their agents, employees, contractors, subcontractors, invitees, licensees and tenants, and shall be binding on and shall inure to the benefit of the Owners hereto, and their respective heirs, successors and assigns, and each of their agents, employees, contractors, subcontractors, invitees, licensees and tenants.

9.6 Amendment. This Declaration may be amended, modified, or terminated only if such amendment, modification, or termination is set forth in a written instrument executed by the Owners and any mortgagees holding first lien security interests on the Lots. During such time that the Declarant

owns any property subject to the Master Declaration, the Declarant under the Master Declaration must also approve of and execute any amendment agreed to by the Owners, which such approval may be withheld by the Declarant in Declarant's sole discretion. Any such amendment shall become effective upon the recording thereof with the Office of the Wasatch County Recorder.

9.7 Severability. Whenever possible, each provision of this Declaration will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Declaration is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Declaration.

9.8 Waiver. No right of either party or provision of this Declaration may be waived or shall be deemed to have been waived, unless such waiver is set forth in a writing executed by the party against whom such waiver is sought to be enforced. No waiver of any right or provision of this Declaration on any one occasion shall be deemed to be a continuing waiver of such right or provision on any future occasions.

*[Signature on Following Page]*

EXECUTED as of the date first set forth above.

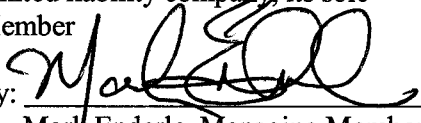
**DECLARANT:**

**STORIED DEER VALLEY, LLC,**  
a Delaware limited liability company

By: SDB Utah 1, LLC,  
a Delaware limited liability company, its Sole Member

By: SDBP Manager, LLC, a Delaware  
limited liability company, its Manager

By: Storied Development LLC, a Delaware  
limited liability company, its sole  
Member

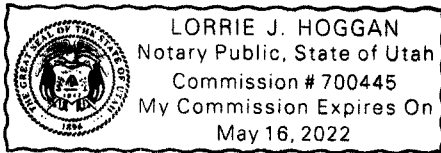
By:   
Mark Enderle, Managing Member

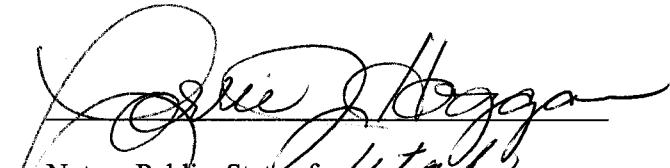
THE STATE OF Utah §

COUNTY OF Wasatch §

This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 2018, by Mark Enderle, the Managing Member of Storied Development LLC, a Delaware limited liability company, as the sole Member of SDBP Manager, LLC, a Delaware limited liability company, as Manager of SDBP Utah 1, LLC, a Delaware limited liability company, as the sole Member of Storied Deer Valley, LLC, a Delaware limited liability company, on behalf of said companies.

(seal)



  
Notary Public, State of Utah

My commission expires: May 16, 2022

**EXHIBIT A**

**Lot 14 Easement Area**

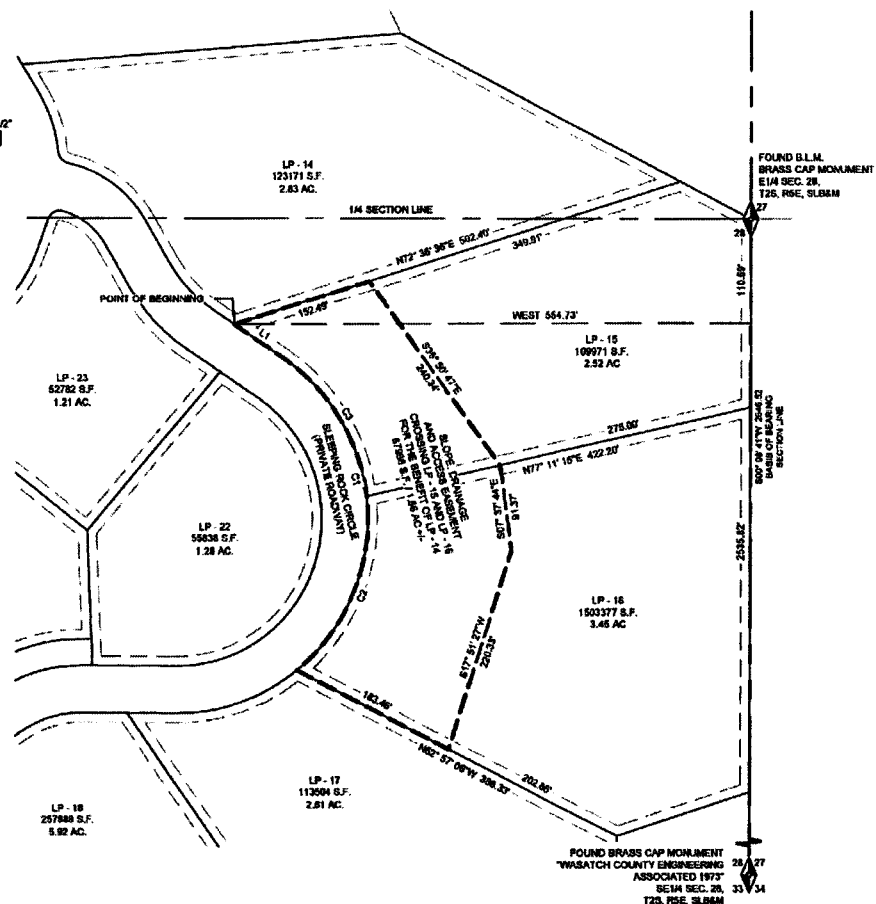
### SLOPE, DRAINAGE AND ACCESS EASEMENT

LOCATED IN THE:  
SE1/4 SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST,  
SALT LAKE BASE AND MERIDIAN  
WASATCH COUNTY, UTAH

EXHIBIT



1" = 150'  
0 1/2"



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	524.61	205.00	148°37'22"	N17°08'15"E	382.73
C2	297.84	205.00	58°05'21"	N22°15'21"E	199.85
C3	178.84	205.00	69°22'37"	N31°28'23"W	171.22

Parcel Line Table		
Line #	Length	Direction
L1	64.33	N88°09'25"W

**LEGEND**

- SECTION CORNER (FOUND)
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE

3541 South 4800 West  
West Valley, Utah 84128  
(801)955-5805  
50 East 100 South  
Haber City, Utah 84032  
(438)554-8800

**PROJECT NAME**  
SLOPE, DRAINAGE AND ACCESS EASEMENT  
FOR THE BENEFIT OF LP - 14

**PROJECT LOCATION**  
SE1/4 SEC. 28, T2S, R5E,  
SLB&M, WASATCH COUNTY, UTAH

**SCALE**

HORIZ: 1" = 150'

DRAWN: JD	PROJECT #
DESIGNER: JD	18STU024.02
REVIEWED: TG	SHEET:
DATE: 12/11/2016	1 of 1



**SLOPE, DRAINAGE AND ACCESS EASEMENT**

(CROSSING LP-15 AND LP-16 FOR THE BENEFIT OF LP-14)

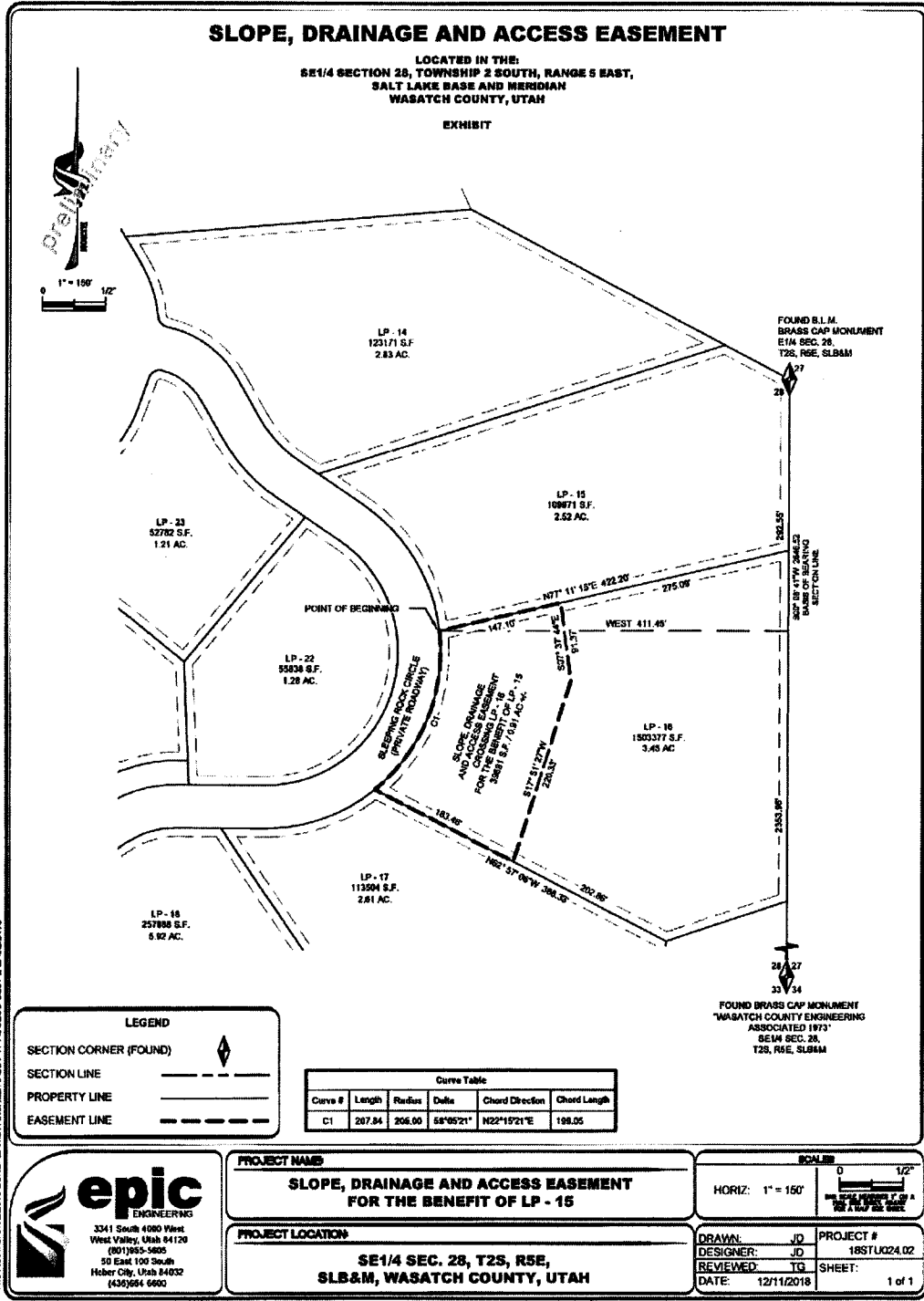
A SLOPE, DRAINAGE AND ACCESS EASEMENT UPON A PORTION OF LP-15 AND LP-16, FOR THE BENEFIT OF LP-15 AND LP-14, TUHAYE LONE PEAK SUBDIVISION, ENTRY NUMBER \_\_\_\_\_, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LP-15 OF SAID SUBDIVISION, 110.69 FEET SOUTH 00°08'41" WEST ALONG THE EAST LINE OF SAID SECTION 28 AND 554.73 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE NORTH 72°36'36" EAST 152.49 FEET ALONG THE NORTH LINE OF SAID LP-15; THENCE SOUTH 35°50'47" EAST 240.34 FEET TO A POINT ON THE PROPERTY LINE COMMON TO LP-15 AND LP-16; THENCE SOUTH 07°37'44" EAST 91.37 FEET; THENCE SOUTH 17°51'27" WEST 220.33 FEET TO A POINT ON THE SOUTH LINE OF SAID LP-16; THENCE NORTH 62°57'06" WEST 183.46 FEET TO A POINT ON THE EAST LINE OF SLEEPING ROCK CIRCLE AS SHOWN ON SAID SUBDIVISION AND A POINT ON A 205.00 FOOT NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE EAST LINE OF SAID SLEEPING ROCK CIRCLE THE FOLLOWING TWO (2) COURSES: (1) ALONG THE ARC OF SAID CURVE 384.48 FEET HAVING A CENTRAL ANGLE OF 107°27'28" (CHORD BEARS NORTH 02°25'42" WEST 330.55 FEET, (2) NORTH 56°09'26" WEST 64.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: 67,988 S.F. / 1.56 AC +/-

**EXHIBIT B**

**Lot 15 Easement Area**



**SLOPE, DRAINAGE AND ACCESS EASEMENT**

(CROSSING LP-16 FOR THE BENEFIT OF LP-15)

A SLOPE, DRAINAGE AND ACCESS EASEMENT UPON A PORTION OF LP-16 FOR THE BENEFIT OF LP-15, TUHAYE LONE PEAK SUBDIVISION, ENTRY NUMBER \_\_\_\_\_, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LP-16 OF SAID SUBDIVISION, 292.55 FEET SOUTH 00°08'41" WEST ALONG THE EAST LINE OF SAID SECTION 28 AND 411.45 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE NORTH 77°11'15" EAST 147.10 FEET ALONG THE NORTH LINE OF SAID LP-16; THENCE SOUTH 07°37'44" EAST 91.37 FEET; THENCE SOUTH 17°51'27" WEST 220.33 FEET TO A POINT ON THE SOUTH LINE OF SAID LP-16; THENCE NORTH 62°57'06" WEST 183.46 FEET TO A POINT ON THE EAST LINE OF SLEEPING ROCK CIRCLE AS SHOWN ON SAID SUBDIVISION AND A POINT ON A 205.00 FOOT NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 207.84 FEET HAVING A CENTRAL ANGLE OF 58°05'21" (CHORD BEARS NORTH 22°15'21" EAST 199.05 FEET TO THE POINT OF BEGINNING.

CONTAINS: 39,691 S.F. / 0.91 AC +/-