

When Recorded, Mail To:

South Haven Development, LC
Attn: Jeff Southard
437 East 1000 South
Pleasant Grove, UT 84062

Tax Parcel Nos.: 66:889:0001; 66:889:0002; 66:747:0001; 66:985:0001

(Space above for recorders use only)

**DECLARATION OF EASEMENTS AND COVENANTS FOR
SOUTH HAVEN FARMS CLUBHOUSE**

THIS DECLARATION OF EASEMENTS AND COVENANTS FOR SOUTH HAVEN FARMS CLUBHOUSE (this “**Declaration**”) is made and entered into this 18th day of November, 2024, by and between SUITE 55 MANAGEMENT, LC, a Utah limited liability company, 210 MANAGEMENT, LC, a Utah limited liability company and PAYSON CLUBHOUSE, LLC, a Utah limited liability company (collectively, the “**Clubhouse Owner**”), and by SUITE 55, LC, a Utah limited liability company, 210 APARTMENTS, LC, a Utah limited liability company and PAYSON TOWNHOMES, LLC, a Utah limited liability company (collectively, the “**Benefitted Parcel Owners**”).

RECITALS

A. Clubhouse Owner is the owner of certain real property located in the South Haven Farms Subdivision in Payson City, Utah County, Utah, which real property is more particularly described on Exhibit A (the “**Clubhouse Parcel**”), attached hereto and incorporated herein by reference.

B. The Benefitted Parcel Owners are the owners of those certain parcels of land adjacent to the Clubhouse Parcel as more particularly described on Exhibit B (the “**Benefitted Parcels**”), attached hereto and incorporated herein by reference.

C. A clubhouse and related facilities (the “**Clubhouse**”) were constructed on the Clubhouse Parcel for the joint use and benefit of the Benefitted Parcel Owners and their respective guests, occupants and invitees.

D. In furtherance of the intent of the owners of the Clubhouse Parcel and the Benefitted Parcels, the parties desire to impose certain easements over the Clubhouse Parcel for the joint use and enjoyment of the Clubhouse by the owners and occupants of the Benefitted Parcels, and impose certain maintenance obligations on the Benefitted Parcel Owners entitled to use the Clubhouse, all in accordance with the covenants and agreements set forth below.

DECLARATION

NOW, THEREFORE, the parties hereby agree that the Clubhouse Parcel and the Benefitted Parcels shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements and maintenance obligations set forth herein, all as set forth as follows:

1. Definitions.

1.1. Administration Fee – Defined in Section 7.2.1.

1.2. Approving Party – Shall mean the Owner designated from time to time by the Benefitted Parcel Owners to make certain decisions and/or give certain approvals pursuant to the terms of this Declaration. There shall be one (1) Approving Party and the Approving Party shall have sole and absolute discretion to make the decisions and/or give the approvals expressly designated to be made and/or given. The Owner designated as the Approving Party shall have the express right to assign such status to any other Owner. The initial Approving Party shall be 210 Management, LC. During any period the Approving Party is not designated, then the Owner of South Haven Farms Plat C Lot 1 (or if such Lot is later subdivided, then the Owner of the majority of the gross square footage of the Lot) shall automatically become the Approving Party.

1.3. Benefitted Parcel(s) – Defined in Recital B, and more particularly described on Exhibit B.

1.4. Budget – Defined in Section 7.2.2.

1.5. Clubhouse – Defined in Recital C, and more particularly described in Section 3.1.

1.6. Declaration – Defined in the Introductory Paragraph.

1.7. Defaulting Party – Defined in Section 8.1.

1.8. Event(s) of Default – Defined in Section 8.1.

1.9. Governmental Authority – Shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department or agency thereof) exercising jurisdiction over a particular subject matter.

1.10. Governmental Requirements – Shall mean all Governmental Authorities' applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended.

1.11. Maintaining Party - Shall mean the Person, if any, designated from time to time by the Approving Party to maintain and operate the Clubhouse Parcel and the Clubhouse. The Person designated as the Maintaining Party shall serve in such capacity until such person resigns upon at least sixty (60) days prior written notice, or is removed by the Approving Party. The initial Maintaining Party shall be 210 Management, LC. During any period the Maintaining Party is not designated, then the Owner of South Haven Farms Plat C Lot 1 (or if said Lot is later subdivided, then the Owner who holds fee title to the majority of the gross square footage of the Lot) shall automatically become the Maintaining Party.

1.12. Maintenance Costs – Defined in Section 7.2.1.

1.13. Non-Defaulting Party – Defined in Section 8.1.

1.14. Owner – Shall mean each of the Clubhouse Owner and the Benefitted Parcel Owners and their respective successors and assigns.

1.15. Person(s) – Shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

1.16. Project – shall mean the land, buildings and improvements located on the Clubhouse Parcel and the Benefitted Parcels.

1.17. Reconciliation – Defined in Section 7.2.3.

1.18. Replacement Party – Defined in Section 7.4.

2. Project Subject to the Easements. The parties hereby agree that the Clubhouse Parcel and the Benefitted Parcels shall be held, sold, conveyed, leased, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements and covenants set forth herein. In the event of any sale, conveyance, lease or transfer of all or a portion of the Clubhouse Parcel or the Benefitted Parcels to a third-party, no further actions or agreements shall be necessary to effectuate such easements and covenants which shall remain effective against and for the Clubhouse Parcel and the Benefitted Parcels, respectively.

3. Easements.

3.1. Access Easement. Clubhouse Owner does hereby grant and convey to the Benefitted Parcel Owners and their respective successors and assigns, a perpetual, non-exclusive access easement on, over, and across the Clubhouse Parcel for the benefit of the Benefitted Parcel Owners and their respective occupants, guests and invitees for the purpose of accessing, using, and enjoying the Clubhouse.

3.2. Maintenance Easement. Clubhouse Owner does hereby grant and convey to the Benefitted Parcel Owners and their respective successors and assigns a perpetual, non-exclusive maintenance easement on, over, and across the Clubhouse Parcel for the benefit of the Benefitted Parcel Owners and their respective occupants, guests and invitees, for the purposes of maintaining, operating, inspecting, altering, removing, replacing, and protecting the Clubhouse, along with the right of ingress and egress for such purposes. The Maintaining Party shall maintain, repair, and replace the Clubhouse in a safe, clean and good state of repair and condition, and in compliance with all Governmental Requirements. All costs and expenses incurred by the Maintaining Party with respect to the Clubhouse shall be considered part of the Maintenance Costs and shall be payable pursuant to Section 7.

3.3. No Easements Over Benefitted Parcels. Nothing herein shall be construed or interpreted to grant or convey any easement or use rights on, over or across the Benefitted Parcels for the benefit of any other Benefitted Parcel or their respective Owners, occupants, guests or invitees.

4. Rules and Regulations. The Approving Party may, in its commercially reasonable discretion, make reasonable and uniformly applied rules and regulations governing the use of Clubhouse; provided, however, that such rules and regulations shall be consistent with the rights and obligations established by this Declaration. The Owners shall be provided with copies of all rules and regulations adopted by the Approving Party and with copies of all amendments and revisions thereof.

5. Indemnification. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any use of the Clubhouse undertaken or authorized by such indemnifying Owner; provided, however, that the foregoing indemnification shall not be applicable to the extent such costs, losses, expenses and liabilities are caused by the negligence or willful act or omission of such indemnified Owner, its licensees, concessionaires, agents, servants, employees, or anyone claiming

by, through, or under any of them; and provided, further, that in the event a Benefitted Parcel is subject to a loan that is either held or insured by the United States Department of Housing and Urban Development (“HUD”) and is transferred to HUD or the lender of such loan by foreclosure or deed in lieu of foreclosure, neither HUD nor the lender shall be subject to any indemnification obligations herein arising prior to the date of such transfer.

6. Liens on Clubhouse Parcel. Each Benefitted Parcel Owner agrees to keep all portions of the Clubhouse Parcel free of any mechanic’s liens as a result of work performed on or materials provided to a Benefitted Parcel. In the event any mechanic’s lien is recorded against the Clubhouse Parcel as a result of work performed on or materials furnished for the use of a Benefitted Parcel, the Benefitted Parcel Owner permitting or causing such lien agrees to defend, protect, indemnify and hold harmless the Clubhouse Owner and the Clubhouse Parcel, as well as the Maintaining Party, from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind arising out of or relating thereto, including reasonable attorneys’ fees and cost of suit, arising out of or resulting from such lien.

7. Maintenance and Repair.

7.1. Clubhouse. The Maintaining Party shall cause the Clubhouse Parcel and Clubhouse to be properly maintained, repaired, and replaced in a good, clean, safe, orderly, and working condition. The Benefitted Parcel Owners may establish mutually acceptable maintenance and architecture guidelines that must be followed by the Maintaining Owner in the performance of such duties; provided that in all events the Clubhouse Parcel and Clubhouse shall be maintained, repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Project as a whole.

7.2. Joint Maintenance.

7.2.1. Maintenance Costs. Prior to the Maintaining Party commencing any operation and/or maintenance duties, the Maintaining Party shall obtain and maintain during the period of such operation and/or maintenance performance, the insurance required by Section 7.2.4. Thereafter, the Maintaining Party shall operate and maintain the (i) Clubhouse Parcel and (ii) Clubhouse. At least thirty (30) days prior to any major work on the Clubhouse Parcel or on the Clubhouse, the Maintaining Party shall advise the Approving Party of the scope thereof, and the proposed commencement and completion dates. The Maintaining Party shall expend only such funds as are reasonably necessary for the operation and maintenance of the Clubhouse Parcel and Clubhouse and for the performance of other obligations imposed on the Maintaining Party pursuant to this Declaration (collectively, “**Maintenance Costs**”), and shall promptly pay all such costs when incurred. The Maintaining Party shall provide the Benefitted Parcel Owners an estimated budget for each calendar year containing the information required by Section 7.2.2, and each Benefitted Parcel Owner agrees to pay its share of Maintenance Costs actually incurred during the balance of such year, plus an administration fee (“**Administration Fee**”), which shall be included in the Maintenance Costs, in accordance with Section 7.2.2, and shall be computed by multiplying the Maintenance Costs by six percent (6%). The Maintaining Party may hire independent contractors to perform its maintenance obligations herein, but only if the rates charged are competitive with those of other companies furnishing similar services in the metropolitan area in which the Project is located, it being agreed that this provision shall be construed strictly against the Maintaining Party. Clubhouse Parcel Owner hereby grants to the Maintaining Party, its agents, contractors and employees, a license to enter upon the Clubhouse Parcel to discharge the Maintaining Party’s duties to operate and maintain the Clubhouse Parcel and Clubhouse.

7.2.2. Budget. The Maintaining Party shall, at least ninety (90) days prior to the beginning of each calendar year during the term of this Declaration, submit to the Benefitted Parcel Owners an estimated budget (“**Budget**”) for Maintenance Costs for operating and maintaining the Clubhouse Parcel and Clubhouse for the ensuing calendar year. In the event a Benefitted Parcel Owner believes the charge for a particular function is excessive, such Benefitted Parcel Owner shall notify the Maintaining Party of such belief, and thereupon the Maintaining Party shall obtain no fewer than two (2) competitive bids for such function. Unless the existing provider’s cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. The Budget shall be in a form and content reasonably acceptable to the Approving Party.

The Maintaining Party shall use its diligent, good faith efforts to operate and maintain the Clubhouse Parcel and Clubhouse in accordance with the Budget. Notwithstanding the foregoing, the Maintaining Party shall have the right to make emergency repairs to the Clubhouse Parcel and Clubhouse to prevent injury or damage to Persons or property, it being understood that the Maintaining Party shall nevertheless advise each Owner of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds \$20,000.00, then the Maintaining Party shall submit a supplemental billing to each Benefitted Parcel Owner, together with evidence supporting such cost, and each Benefitted Parcel Owner shall pay its share thereof within thirty (30) days after receipt of such billing. If the cost limitation set forth above is not exceeded then such costs shall be included as part of Maintenance Costs for that year.

7.2.3. Allocation of Maintenance Costs. The allocation of the Maintenance Costs amongst the Benefitted Parcels shall, as of the date of this Declaration, be as follows:

- | | | |
|-----|--------------------------------|-------|
| (A) | South Haven Farms Lot 1 | 22.4% |
| (B) | South Haven Farms Plat B Lot 2 | 25.2% |
| (C) | South Haven Farms Plat C Lot 1 | 52.4% |

Each Benefitted Parcel Owner shall pay to the Maintaining Party in equal monthly payments, in advance, its proportionate share of Maintenance Costs attributable to such Benefitted Parcel Owner’s parcel based upon the amount set forth in the Budget. Within sixty (60) days after the end of each calendar year, the Maintaining Party shall provide the Benefitted Parcel Owners with a statement, together with supporting invoices and other materials setting forth the actual Maintenance Costs paid by the Maintaining Party for the operation and maintenance of the Clubhouse Parcel and Clubhouse (such statement and supporting data are collectively called the “**Reconciliation**”), and the share of the aggregate thereof that is attributable to each Benefitted Parcel. The Reconciliation shall separately identify cost categories specified in Section 5, and shall be in a form reasonably acceptable to the Approving Party. If the amount paid with respect to a Parcel for such calendar year shall have exceeded the share allocable to such Benefitted Parcel, the Maintaining Party shall refund by check the excess to the Benefitted Parcel Owner at the time the Reconciliation is delivered, or if the amount paid with respect to a Benefitted Parcel for such calendar year shall be less than the share allocable to such Benefitted Parcel, the respective Benefitted Parcel Owner at the time such Reconciliation is delivered shall pay the balance of such Benefitted Parcel Owner’s share to the Maintaining Party within sixty (60) days after receipt of such Reconciliation, less any amounts disputed in writing, it being understood and agreed that the 60-day period only establishes the period for payment and is not to be construed as an acceptance of the Reconciliation. If the Maintaining Party does not timely submit the Reconciliation, then such Benefitted Parcel Owner’s payment period shall be extended an additional sixty (60) days for a total of one hundred (120) days after receipt of the Reconciliation. If the Maintaining Party does not refund amounts shown by the Reconciliation to be owed a Benefitted Parcel

Owner, then such Benefitted Parcel Owner may offset the refund owed against payments for Maintenance Costs due for any future period. Notwithstanding anything to the contrary herein, if during a calendar year the Maintaining Party resigns or is replaced, the Replacement Party (defined in Section 7.4) shall be responsible for the Reconciliation adjustments, including any reimbursement due to an Owner for such calendar year; in addition, for a period of sixty (60) days after a substitution of the Maintaining Party is made, any payment made by a Benefitted Parcel Owner to the prior Maintaining Party shall be deemed properly paid, and the old and new Maintaining Parties shall resolve any necessary adjustments and/or prorations regarding such payments between themselves.

Within one (1) year after the date of receipt of a Reconciliation, each Benefitted Parcel Owner shall have the right to audit the Maintaining Party's books and records pertaining to the operation and maintenance of the Clubhouse Parcel and Clubhouse for the calendar year covered by such Reconciliation, at the cost of such Benefitted Parcel Owner. A Benefitted Parcel Owner shall notify the Maintaining Party of such Benefitted Parcel Owner's intent to audit at least fifteen (15) days prior to the designated audit date. If such audit shall disclose any error in the determination of Maintenance Costs, the auditing Benefitted Parcel Owner shall provide the Maintaining Party with a copy of the audit, and an appropriate adjustment shall be made forthwith. Notwithstanding anything to the contrary, the approval of a prior Reconciliation, or any line item comprising a part thereof, shall not be a waiver of a Benefitted Parcel Owner's right to challenge subsequent Reconciliations regarding such line item. The cost of any audit shall be assumed by the auditing Benefitted Parcel Owner unless the audit reveals that such Benefitted Parcel Owner shall be entitled to a refund in excess of five percent (5%) of the amount calculated by the Maintaining Party as such Benefitted Parcel Owner's share for the applicable calendar year, in which case the Maintaining Party shall pay the cost of such audit. If the Maintaining Party does not respond to the results of such audit within ninety (90) days after receipt of the audit, then the auditing Benefitted Parcel Owner shall have the right to offset the refund claimed from the date the Maintaining Party receives the audit, plus costs of the audit if appropriate, against subsequent payments due the Maintaining Party; provided, however, the Maintaining Party shall retain the right to dispute the results of such audit for a period of six (6) months following receipt of such audit, and the Maintaining Party's election not to contest the results of such audit during the 6-month period shall be deemed acceptance of such audit.

Notwithstanding anything to the contrary herein, the Approving Party reserves the right to periodically review each Benefitted Parcel Owner's and their respective residents' use of the Clubhouse. If the Approving Party determines that a Benefitted Parcel Owner's use is excessive in relation to the allocation of Maintenance Costs set forth above, then the Approving Party shall have the right, in the Approving Party's commercially reasonable discretion, to reallocate the Maintenance Costs amongst the Benefitted Parcel Owners.

7.2.4. Insurance. The Maintaining Party, or any Owner that performs work on or in the Clubhouse Parcel or the Clubhouse, shall maintain, or cause its/their respective agents to maintain, in full force and effect the following insurance coverages:

- (A) Commercial Liability. A commercial generally liability insurance policy on a claims basis insuring against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Clubhouse Parcel and Clubhouse and the ways immediately adjoining the Clubhouse Parcel and Clubhouse, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering bodily injury liability and property damage liability; with such policy listing the Approving Party as additional insured;

- (B) Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00); and
- (C) Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."
- (D) Additional Terms. Neither the amount nor the scope of any of the obligations of the Maintaining Party (or Owner, if applicable) under this Declaration or otherwise, shall be limited to the amount of the insurance required to be maintained hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to the Approving Party prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by the Maintaining Party (or Owner, if applicable), stating the limits and other provisions required hereunder and in a form reasonably acceptable to the Approving Party, shall be delivered to the Approving Party within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of the Approving Party hereunder or negate the requirements of this Declaration.

7.2.5. Liens Relating to Maintaining Party's Work. The Maintaining Party agrees to defend, indemnify and hold each Owner harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of the maintenance and operation by the Maintaining Party of the Clubhouse Parcel or the Clubhouse and the performance of other functions expressly required of the Maintaining Party by this Declaration, and if the Clubhouse Parcel or any Benefitted Parcel shall become subject to any such lien, the Maintaining Party shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

7.3. Additional Maintenance Costs. Without limiting the Maintenance Costs incurred by the Maintaining Party and allocated to the Owners, the Maintenance Costs shall also include any and all costs incurred by the Clubhouse Owner in owning the Clubhouse, including, without limitation, insurance, real estate taxes, and assessments. Each year the Maintaining Party prepares the Budget for the Clubhouse, the Clubhouse Owner shall provide its estimated costs associated with owning the Clubhouse. The Maintaining Party shall then incorporate said estimated costs into the Budget and allocate the same to the Benefitted Parcel Owners according to their respective share of the Maintenance Costs. The Clubhouse Owner's costs associated with owning the Clubhouse shall be subject to the same review and inspection as described in Section 7.2.3 above.

7.4. Replacement Party. The Benefitted Parcel Owners shall have the right, in their sole and absolute discretion, upon more than two-thirds (2/3) majority vote, to replace the Maintaining Party (such “replacement” party being referred to herein respectively as the “**Replacement Party**”) with a separate Maintaining Party. Following the effective date of such take-over and assumption, the Replacement Party shall perform the duties of the party it is replacing in accordance with that party’s obligations under this Declaration.

8. Default.

8.1. Events of Default. The occurrence of any one or more of the following events (“**Event of Default**”) shall constitute a material default and breach of this Declaration by the non-performing Owner (the “**Defaulting Party**”):

- (A) The failure to make any payment required to be made hereunder within ten (10) days after the due date.
- (B) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (A) above, within thirty (30) days after the giving of a notice by another Owner or the Maintaining Party, as the case may be (the “**Non-Defaulting Party**”) specifying the nature of the default claimed; provided however, if such default cannot reasonably be cured within said 30-day period, then, provided the Defaulting Party notifies the Non-Defaulting Party of such claimed inability to cure and the Defaulting Party begins to cure the default within said 30-day period and is diligently pursuing such cure, the Defaulting Party shall be entitled to additional time, not to exceed thirty (30) additional days, to cure such default.

8.2. Non-Defaulting Party’s Right to Cure. With respect to any Event of Default, any Non-Defaulting Party shall have the right following the expiration of any applicable cure period, if any, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event such default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Clubhouse Parcel to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Party does not reimburse the Non-Defaulting Party as set forth above, in addition to any other remedy available, the Non-Defaulting Party shall have the right to recover such costs as set forth in Section 8.3 below.

8.3. Recovery of Costs. With respect to a Benefitted Parcel containing a high-density residential project that is not governed by an owners’ association, the cost and expense incurred to cure an Event of Default shall constitute a lien against the Defaulting Party’s Benefitted Parcel. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder of the County of the State in which the Project is located by the Non-Defaulting Party making such claim. With respect to a Benefitted Parcel that is subject to and governed by an owners’ association, the cost and expense to cure an Event of Default shall be an obligation enforceable against the applicable owners’ association, and in addition to those remedies provided herein, the members of the owners’ association of such Benefitted

Parcel that has not cured its default shall be prohibited from using the Clubhouse (including its respective residents and members). To the extent a Benefitted Parcel is subject to a loan that is either held or insured by HUD, such Benefitted Parcel may not be subjected to or governed by an owners' association without the prior written approval of an authorized representative of HUD.

8.4. Additional Remedies. Notwithstanding anything to the contrary herein, each Non-Defaulting Party shall have the right to seek any remedy at law or in equity against any Defaulting Party hereto, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. All of the remedies at law or in equity permitted or available to an Owner under this Declaration shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8.5. Estoppel Certificate. Each Owner and the Maintaining Party, if any, agrees that upon written request of any other Owner or the Maintaining Party, it will issue within thirty (30) days after receipt of such request to such Owner, or its prospective mortgagee or successor, an estoppel certificate stating to the issuer's current, actual knowledge, without a duty to investigate, as of such date of such request: (a) whether this Declaration is in full force and effect; (b) whether there are any amendments or modifications hereto; and (c) any other information that the requesting party may reasonably request, including any amounts payable under this Declaration, and whether any other Owner is in default under the terms of this Declaration. Notwithstanding the foregoing, the issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to the Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by other Parties for which approval by the Approving Party was required but not sought or obtained.

9. Notices. Any notice to be given by any Owner with respect to this Declaration shall be in writing and shall be deemed effective: (i) upon personal delivery to the other Owner at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) one (1) day after deposit with a nationally recognized air courier service for overnight delivery, addressed as set forth below, with delivery charges prepaid, or (iii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

Suite 55 Management, LC;	c/o South Haven Development, LC
Suite 55, LC; 210 Management, LC;	Attn: Jeff Southard
Suite 210 Apartments, LC:	437 E. 1000 S.
	Pleasant Grove, UT 84062

With a copy to:	Miller Harrison LLC
	Attn: Scott Welker
	5292 S. College Dr., Ste. 304
	Murray, UT 84123

Payson Clubhouse, LLC;	c/o AIM Development Company
Payson Townhomes, LLC:	Attn: Brad Miles
	150 N. Main St.
	Heber City, UT 84032

With a copy to:

Dentons
 Attn: Brian Cheney
 3301 N. Thanksgiving Way, Ste. 400
 Lehi, UT 84043

Each Owner shall provide the Maintaining Party its address for notice. If an Owner fails to provide the Maintaining Party its address for notice, the Maintaining Party shall be permitted to use the address on file with the Utah County Recorder's Office. Either party may designate a different address by giving written notice in the manner provided herein.

10. Termination and Amendment of Declaration.

10.1. Term and Termination. This Declaration shall be effective for a minimum of thirty (30) years from the date it is recorded. After thirty-five (35) years, this Declaration shall be extended automatically for successive 10-year periods unless at least sixty-seven percent (67%) of the then-Owners sign a document stating that the Declaration is terminated and that document is recorded within the year before any extension. In such case, this Declaration shall terminate on the date specified in the termination document. Notwithstanding the foregoing or anything herein to the contrary, so long as any of the Benefitted Parcels is subject to a loan that is either held or insured by HUD, this Declaration may not be terminated in whole or in part without the prior written approval of an authorized representative of HUD.

10.2. Amendment.

- (A) By Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the then-Owners.
- (B) Validity and Effect. If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent. Any amendment shall become effective upon recording unless a later effective date is specified in the amendment.

11. Miscellaneous.

11.1. Successors and Assigns. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Benefitted Parcels and shall be a burden on the Clubhouse Parcel, for the benefit of all portions of the Benefitted Parcels, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon each of the Owners and their successors, transferees and assigns.

11.2. No Dedication to Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Clubhouse Parcel or the Benefitted Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

11.3. No Cancellation. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

11.4. No Merger. The ownership of the entire Benefitted Parcels by the same party shall not affect the termination or enforceability of this Declaration.

11.5. Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Benefitted Parcel or any part thereof, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

11.6. No Third-Party Beneficiary. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project or of any Benefitted Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

11.7. Waiver. The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default.

11.8. Excusable Delay. Whenever performance is required of any Owner hereunder, such Owner shall use reasonable due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Declaration.

11.9. Assignment. Except as otherwise expressly set forth herein, no Owner shall have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in the Clubhouse Parcel or Benefitted Parcel, respectively (and any conveyance made by deed of trust, mortgage or other security instrument as security for any obligation or indebtedness shall not be deemed to be a transfer or conveyance within the meaning of the foregoing).

11.10. Severability. If any term or provision of this Declaration or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

11.11. Applicable Law. This Declaration, and the interpretation, validity, effect and performance hereof, shall be governed by the laws of Utah.

11.12. Attorneys' Fees and Costs. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by any Owner against the other Owners to enforce this Declaration or any rights arising hereunder, or related to

this Declaration, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Paragraph, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant. The exclusive venue for any such action or proceeding shall be in Utah County, Utah.

(Signatures on next page)

IN WITNESS WHEREOF, following have duly signed and sealed this Declaration or caused such to be done, effective as of the date of this Declaration.

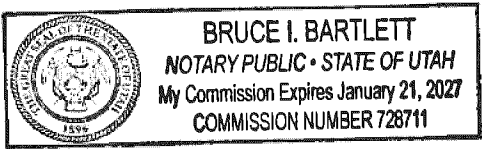
SUITE 55 MANAGEMENT, LC
a Utah Limited Liability Company

By: [Signature]
Name: Jeffrey Southard
Its: Manager

STATE OF UTAH)
 §
COUNTY OF Utah)

On this 15 day of November, 2024, personally appeared before me Jeffrey Southard, who acknowledged before me that he signed the foregoing instrument as Manager for SUITE 55 MANAGEMENT, LC, a Utah Limited Liability Company.

[Signature]
NOTARY PUBLIC



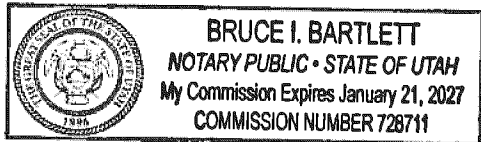
SUITE 55, LC
a Utah Limited Liability Company

By: [Signature]
Name: Jeffrey Southard
Its: Manager

STATE OF UTAH)
 §
COUNTY OF Utah)

On this 15 day of November, 2024, personally appeared before me Jeffrey Southard, who acknowledged before me that he signed the foregoing instrument as Manager for SUITE 55, LC, a Utah Limited Liability Company.

[Signature]
NOTARY PUBLIC

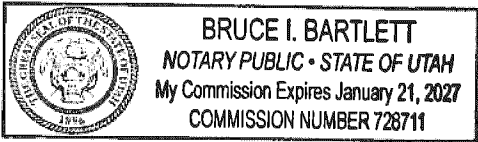


210 MANAGEMENT, LC
a Utah Limited Liability Company

By: [Signature]
Name: Jeffrey Southard
Its: Manager

STATE OF UTAH)
 §
COUNTY OF Utah)

On this 15 day of November, 2024, personally appeared before me Jeffrey Southard, who acknowledged before me that he signed the foregoing instrument as Manager for 210 MANAGEMENT, LC, a Utah Limited Liability Company.



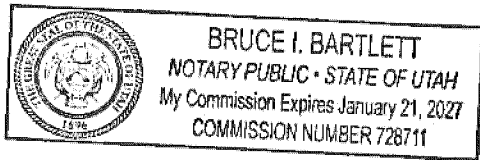
[Signature]
NOTARY PUBLIC

210 APARTMENTS, LC
a Utah Limited Liability Company
(as Owner of Plat C Lot 1)

By: [Signature]
Name: Jeffrey Southard
Its: Manager

STATE OF UTAH)
 §
COUNTY OF Utah)


On this 15 day of November, 2024, personally appeared before me Jeffrey Southard, who acknowledged before me that he signed the foregoing instrument as Manager for 210 APARTMENTS, LC, a Utah Limited Liability Company.



[Signature]
NOTARY PUBLIC

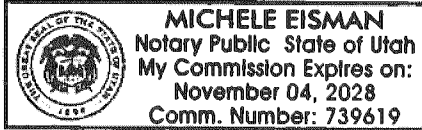
PAYSON CLUBHOUSE, LLC
a Utah Limited Liability Company

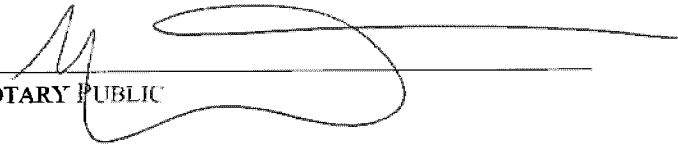
By: AIMFIELD, LLC
Its: Manager

By: 
Name: Bradley P. Miles
Its: Manager

STATE OF UTAH)
COUNTY OF Wasatch)


On this 18 day of November, 2024, personally appeared before me Bradley P. Miles, who acknowledged before me that he signed the foregoing instrument as Manager of Aimfield, LLC, the manager of PAYSON CLUBHOUSE, LLC, a Utah Limited Liability Company.




NOTARY PUBLIC

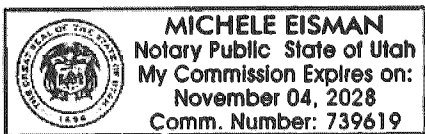
PAYSON TOWNHOMES, LLC
a Utah Limited Liability Company

By: AIMFIELD, LLC
Its: Manager

By: 
Name: Bradley P. Miles
Its: Manager

STATE OF UTAH)
COUNTY OF Wasatch)

On this 18 day of November, 2024, personally appeared before me Bradley P. Miles, who acknowledged before me that he signed the foregoing instrument as Manager of Aimfield, LLC, the manager of PAYSON TOWNHOMES, LLC, a Utah Limited Liability Company.




NOTARY PUBLIC

EXHIBIT A

(Description of Clubhouse Parcel)

That certain real property located in Utah County, State of Utah, more particularly described as follows:

LOT 1, SOUTH HAVEN FARMS SUBDIVISION PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ON APRIL 14, 2022 AS ENTRY NO. 46675:2022.

Also known as: Parcel No. 66:889:0001

EXHIBIT B

(Description of the Benefitted Parcels)

That certain real property located in Utah County, State of Utah, more particularly described as follows:

LOT 2, SOUTH HAVEN FARMS SUBDIVISION PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ON APRIL 14, 2022 AS ENTRY NO. 46675:2022.

LOT 1, SOUTH HAVEN FARMS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ON MAY 28, 2020, AS ENTRY NO. 72496:2020.

LOT 1, SOUTH HAVEN FARMS SUBDIVISION PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ON FEBRUARY 29, 2024 AS ENTRY NO. 12742:2024.

Also known as: Parcel Nos. 66:747:0001; 66:889:0002 and 66:985:0001