

WHEN RECORDED RETURN TO:

Miller Harrison, LLC  
5292 S. College Drive #304  
Murray, UT 84123

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR ESCALA  
(Plat B)**

This Supplement to the Declaration of Covenants, Conditions, and Restrictions for Escala (“**Supplemental Declaration**”) is executed and adopted by Lennar Homes of Utah, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

- A. This Supplemental Declaration shall modify and supplement Declaration of Covenants, Conditions, and Restrictions for Escala, recorded with the Utah County Recorder on April 21, 2022 as Entry No. 49798:2022, and any amendments or supplements thereto (the “**Declaration**”), as amended.
- B. Lennar Homes of Utah, LLC is the Declarant as identified and set forth in the Declaration.
- C. Declarant owns the real property subject to this Supplemental Declaration and consents to its terms.
- D. Under the terms of Section 12.2 of the Declaration, Declarant reserved the right to expand the Property by the annexation of Additional Land. Declarant now desires to add a portion of Additional Land as hereinafter provided.
- E. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

**ANNEXATION**

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

- 1. Annexation of Additional Land. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the “**Subject Property**”) is submitted to and properly annexed into the Declaration.
- 2. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto.
- 3. Membership. The Owner of each Lot within the Subject Property shall be a member of the Escala Homeowner’s Association, Inc. (“**Association**”), and shall be entitled to all benefits and

voting rights of such membership as set forth in the Declaration.

4. Allocation of Assessments. Each Lot or Parcel within the Subject Property shall be apportioned a share of the Common Expenses of the Association and shall be liable for Assessments levied by the Association as permitted under the Declaration.

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

6. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

\* \* \* \*

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 25 day of July, 2022.

**DECLARANT**  
**LENNAR HOMES OF UTAH, LLC**  
a Utah limited liability company

By: [Signature]

Name: Bryson Fish

Title: Division President

STATE OF UTAH )  
                                  ) ss.  
COUNTY OF Salt Lake

On the 25 day of July, 2022, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



**EXHIBIT A**  
**SUBJECT PROPERTY**  
(Legal Description)

All of ESCALA - PLAT B as filed in the office of the Utah County Recorder.

**BOUNDARY DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 84862:2002 IN THE OFFICIAL RECORDS OF UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°35'19"E ALONG THE QUARTER SECTION LINE 2717.10 FEET AND SOUTH 224.49 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID WESTERLY LINE OF THAT REAL PROPERTY S37°35'05"E 440.49 FEET; THENCE S61°07'56"W 402.21 FEET TO THE EASTERLY AND NORTHERLY LINE OF OLD MILL ESTATES AT SPANISH FORK PLATS "H" AND "G" SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF; THENCE ALONG SAID EASTERLY AND NORTHERLY LINES THE FOLLOWING FIVE (5) COURSES: N20°23'35"W 0.24 FEET; THENCE N14°47'25"W 75.06 FEET; THENCE N00°00'06"E 53.88 FEET; THENCE S82°17'26"W 107.70 FEET; THENCE S82°17'22"W 164.67 FEET; THENCE N53°02'13"W 218.29 FEET; THENCE N52°06'20"E 11.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 51.22 FEET WITH A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 17°53'43", CHORD: N43°09'29"E 51.01 FEET; THENCE N34°12'38"E 5.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 19.43 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 92°45'09", CHORD: N80°35'12"E 17.37 FEET; THENCE S53°02'13"E 114.68 FEET; THENCE N36°57'47"E 102.73 FEET; THENCE N25°50'32"W 103.77 FEET; THENCE N56°55'21"E 137.44 FEET; THENCE S33°04'39"E 88.47 FEET; THENCE N52°22'53"E 266.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.86 ACRES  
211,592 SQ. FT.