

WHEN RECORDED, RETURN TO:

AMH Development LLC
Attn: Legal Department
280 Pilot Road, Suite 200-AM
Las Vegas, Nevada 89119

Tax Parcel ID No.: 58:041:0021, 58:041:2687

**PARTIAL RELEASE AND TERMINATION OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIXTON PARK
IMPROVEMENT ASSOCIATION NO. 1**

AND

PARTIAL RELEASE OF HOMEOWNER ASSOCIATION NOTICE OF LIEN

This *Partial Release and Termination of Declaration of Covenants, Conditions and Restrictions for Brixton Park Improvement Association No. 1 and Partial Release of Homeowner Association Notice of Lien* (“**Release**”) is made by BRIXTON PARK MANAGEMENT LLC, a Utah limited liability company (“**Declarant**”), SARATOGA 262 PARTNERS, LLC, a Utah limited liability company (“**Developer**”), and BRIXTON PARK IMPROVEMENT ASSOCIATION NO. 1, a Utah nonprofit corporation (“**Association**”), with respect to the following recitals:

A. The parties to this Release are also parties to that certain *Declaration of Covenants, Conditions and Restrictions for Brixton Park Improvement Association No. 1* (“**Declaration**”). The Declaration was recorded in the office of the Utah County Recorder on December 2, 2021, as Entry No. 200818:2021. The Declaration encumbers the real property comprising a proposed single-family subdivision located in the City of Saratoga Springs, Utah, to be known as Brixton Park (“**Project**”) and also referred to in the Declaration as the “**Assessed Property**”).

B. The Declaration identifies the creation of an assessment and lien against those properties within the Project for the purpose funding the construction of certain subdivision infrastructure, including, without limitation, roads, curb and gutter, sidewalks, trails, landscaping, parks, street lighting, signage, wet and dry utilities within roads, pressurized irrigation, emergency and secondary access to the Project (collectively, the “**Improvements**”).

C. In connection with the Declaration and the assessment for the Improvements identified in the Declaration (“**Assessments**”), the Association executed a *Homeowner Association Notice of Lien* (“**Notice of Lien**”). The Notice of Lien was recorded against the Assessed Property in the office of the Utah County Recorder on December 15, 2021, as Entry No. 207294:2021.

D. Pursuant to Section 4.8 and Section 4.12 of the Declaration, the owner of any portion of the Project may prepay in full all of the unpaid Assessments which are the subject of the Declaration and the Notice of Lien. Upon any such prepayment of such Assessments, and other amounts due in connection with prepayment of the Assessments pursuant to Section 4.8 of Declaration, “the

Association and Declarant shall record a notice of release of the Lien and termination of the encumbrance acknowledging that the [affected property] is no longer part of the Assessed Property, and releasing the [affected property] from the encumbrance, Lien, Assessment and charge of this Declaration.”

E. In connection with a sale of a portion of the Assessed Property identified on **Exhibit A** attached hereto (“Released Property”), Developer has paid Prepayment Amount, as defined in Section 4.8 of the Declaration, together with all other amounts required under Section 4.8 and Section 4.12 of the Declaration.

F. The Declarant and the Association now desire to provide the release required under Section 4.8 of the Declaration with respect to the Released Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Release covenant, agree, represent, and warrant as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated and made part of the parties’ agreement.

2. Payment in Full. The parties to this Release represent and warrant that all sums due under the Declaration or secured by the Notice of Lien have—with respect to the Released Property—been paid in full.

3. Partial Release and Termination of the Declaration. Pursuant to Section 4.8 and Section 4.12 of the Declaration, the Association and the Declarant do hereby: (a) release the Released Property from the lien and encumbrance of the Declaration; and (b) terminate the Declaration with respect to the Released Property. Without in any way limiting the scope of the foregoing, the Association and the Declarant do agree: that the Released Property will no longer be within the scope of the Assessed Property or subject to any lien or charge imposed by, or created under, the Declaration; that no owner of any portion of the Released Property will be liable for any Assessments or any other amounts arising under the Declaration; and that no owner of any portion of the Released Property will hereafter be required to be a member of the Association or otherwise subject to any covenants, conditions, or restrictions created by, or arising under, the Declaration.

4. Partial Release of Notice of Lien. The Association hereby releases the Notice of Lien with respect to the Released Property. The Association irrevocably waives and releases the right to collect any Assessments, charges, or other amounts arising under the Declaration, or secured by the Notice of Lien, but only with respect to the Released Property.

5. Scope of Release. This Release shall be effective with respect to the Released Property only; nothing herein shall constitute a release of the Declaration or the Notice of Lien with respect to any portion of the Assessed Property other than the Released Property.

6. Successors. The rights, obligations, and privileges granted herein shall inure to the benefit of, and be binding upon, the parties’ successors-in-interest or assigns.

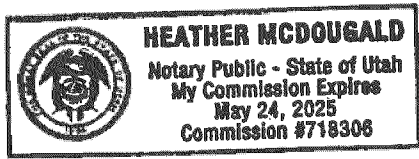
7. Miscellaneous. This instrument is made for the benefit of the owner of the Released Property. This instrument may not be modified, extended, or amended without the written consent of the parties

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 9th day of September, 2022, by Larry Myler, in his/her capacity as Manager of Saratoga 262 Partners, LLC.

[Signature]
Notary Public

SEAL:



ASSOCIATION:
BRIXTON PARK IMPROVEMENT ASSOCIATION
NO. 1, a Utah nonprofit corporation

By: [Signature]
Name: Larry Myler
Its: manager
Date: 9-9-22

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 9th day of September, 2022, by Larry Myler, in his/her capacity as Manager of Brixton Park Improvement Association No. 1.

[Signature]
Notary Public

SEAL:



EXHIBIT A**(Legal Description of Released Property)**

A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga City, Utah County, Utah, being more particularly described as follows:

Beginning at a point at the East Quarter corner of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°21'32" West 130.55 feet; thence North 89°16'31" West 487.49 feet; thence South 32°18'00" East 719.53 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 400.00 feet (radius bears: North 81°18'58" East) a distance of 164.87 feet through a central angle of 23°36'58" Chord: South 20°29'31" East 163.71 feet; thence South 32°18'00" East 262.72 feet; thence South 57°42'00" West 257.82 feet; thence along the arc of a curve to the right with a radius of 149.50 feet a distance of 50.81 feet through a central angle of 19°28'26" Chord: South 67°26'13" West 50.57 feet; thence South 77°10'26" West 229.68 feet; thence along the arc of a curve to the left with a radius of 149.50 feet a distance of 50.81 feet through a central angle of 19°28'26" Chord: South 67°26'13" West 50.57 feet; thence South 57°42'00" West 436.82 feet; thence North 32°22'11" West 1,344.35 feet; thence North 322.15 feet; thence South 89°19'11" East 129.51 feet; thence North 129.53 feet; thence South 89°19'11" East 1,400.93 feet to the point of beginning