

01167304 B: 2675 P: 1366

Page 1 of 7

Rhonda Francis Summit County Recorder

06/29/2021 12:19:21 PM Fee \$40.00

By REAL ADVANTAGE TITLE INSURANCE AGENCY, LLC

Electronically Recorded

Return to:
Real Advantage Title Insurance Agency
1792 Bonanza Drive
Suite C100
Park City, UT 84060
File No. 20-2296-KC

SCRIVENER'S AFFIDAVIT

STATE OF UTAH
COUNTY OF SUMMIT

Personally appeared before me the undersigned affiant, who, after being duly sworn, deposes and says on oath the following:

Affiant is Kyria Cropper, an Escrow Officer, who, on October 30, 2020, closed a sale from Surety Land Development LLC to John M. Vandemore and Marlo A. Vandemore.


Affiant recorded the Trust Deed which is recorded as Entry Number 01146076 in Book 2613, Page 0668, in the Office of the Summit County Recorder, State of Utah.

The aforesaid Trust Deed references riders Planned Unit Development Rider and Second Home Rider. The riders Planned Unit Development Rider and Second Home Rider were not attached when the Trust Deed was recorded.

This affidavit is being recorded to attach the two riders to the Trust Deed.

This affidavit is given with the understanding that it will be relied upon by title insurance companies, future purchasers, and future lenders.

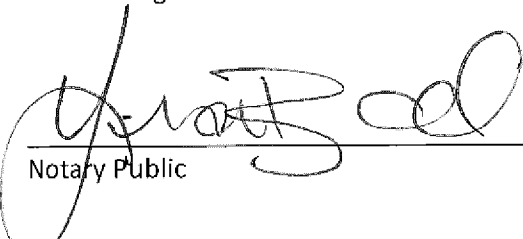
This 29th day of June, 2021.



Kyria Cropper, Escrow Officer
STATE OF UTAH:

COUNTY OF Summit:

On June 29, 2021, personally appeared before me Kyria Cropper the signor(s) of the within instrument, who duly acknowledged to me that it was executed with authority.



Notary Public



EXHIBIT "A"
Property Description

Order No.: 20-2296-KC
Parcel Number: FRSTW-F6-11-C-AM
Property Address: 4313 Holly Frost Court, Park City, UT 84098

PROPERTY DESCRIPTION:

UNIT 11-C, FROSTWOOD PARCEL F6 TOWNHOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

Tax Parcel #: FRSTW-F6-11-C-AM

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of OCTOBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to UNITED WHOLESALE MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4313 Holly Frost Ct, Park City, Utah 84098
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

FROSTWOOD MASTER OWNERS ASSOCIATION
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

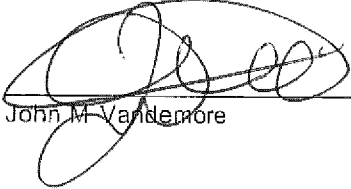
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



John M. Vandemore (Seal)
-Borrower



Marlo A. Vandemore (Seal)
-Borrower



SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 28th day of OCTOBER 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to UNITED WHOLESALE MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

4313 Holly Frost Ct, Park City, Utah 84098
[Property Address]

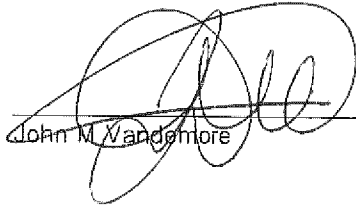
In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

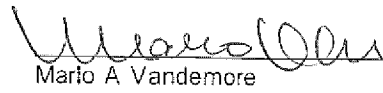
6. Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

 (Seal)
John M. Vandemore -Borrower

 (Seal)
Mario A. Vandemore -Borrower

