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Rhonda Francis Summit County Recorder

10/12/2022 11:45:42 AM Fee \$58.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

WHEN RECORDED RETURN TO:
CW Larsen Village, LLC
1222 W Legacy Crossing Blvd, Suite 6
Centerville, UT 84014

Parcel Numbers: SCVCON-B101 through SCVCON-B105;
SCVCON-B201 through SCVCON-B208; and
SCVCON-B301 through SCVCON-B306

STORAGE UNIT DECLARATION

Silver Creek Village Condominiums Association, Inc.

THIS STORAGE UNIT DECLARATION (the “**Declaration**”) is entered into on the date of execution set forth below by an. authorized representative of CW Larsen Village, LLC (the “**Declarant**”) pursuant to the authority granted to Declarant under the “Declaration of Condominium for Silver Creek Village Condominiums” recorded in the office of the Summit County Recorder on November 13, 2020 as Entry No. 01147489 and prior to the conveyance of any condominium Unit from Declarant or its controlled entities.

RECITALS

A. WHEREAS Declarant is the developer of certain residential Units known as Silver Creek Village Condominiums (the “**Project**”). The Project is further described on **Exhibit “A”** attached hereto and incorporated herein by this reference.

B. WHEREAS the Project is subject to the “Declaration of Condominium for Silver Creek Village Condominiums” recorded in the office of the Summit County Recorder on November 13, 2020 as Entry No. 01147489.

C. WHEREAS the Project is depicted on the Plat recorded in the office of the Summit County Recorder on November 13, 2020 as Entry No. 01147488.

D. WHEREAS the Project contains certain storage units depicted on the Plat as privately owned pieces of real property (the “**Storage Units**”).

E. WHEREAS the Storage Units are presently owned by Declarant.

F. WHEREAS the Declarant contemplates selling, conveying, licensing, and/or granting easements to the individual Storage Units to purchasers of condominium Units within the Project through subsequently recorded Storage Unit Agreements (the “**Conveyance**”).

G. WHEREAS the Conveyance is for ongoing and perpetual use and control by any subsequent purchaser.

H. WHEREAS the Conveyance is to be inseparably connected to the Unit identified at the time of the purchase of said condominium Unit and Storage Unit.

I. WHEREAS the Project and the Storage Units will remain subject to the authority of the Silver Creek Village Condominiums Association, Inc. (the "**Association**").

J. THEREFORE Declarant provides, and each subsequent purchaser of a Conveyance of a Storage Unit within the Project hereby agree as follows:

DECLARATION

1. **Incorporation of Recitals.** The foregoing recitals are hereby expressly incorporated into this Declaration.

2. **Grant of Authority.** Declarant grants authority to CW The SCV Condos, LLC, or its duly authorized agent or entity, to complete a Conveyance of the individual Storage Unit(s) to purchasers of condominium Units within the Project.

3. **Identification of Storage Units.** Storage Units shall be identified using the assigned numbers as the same are shown in **Exhibit "B"** (the "**Storage Unit Numbers**").

4. **Indemnification.** By accepting a Conveyance of a Storage Unit pursuant to a Storage Unit Agreement, a subsequent purchaser of a Storage Unit hereby agrees to forever indemnify and hold Declarant harmless and defend Declarant against any and all damages, including damage to person and to property, which may arise in connection with the Storage Unit conveyed.

5. **Maintenance.** The purchaser of a Storage Unit shall be responsible to maintain, repair, replace, and insure all components of the Storage Unit, unless expressly assumed by the Association in writing.

6. **Right of Entry.** The Association shall have the right to enter the Storage Unit(s) as deemed necessary by the Board of Trustees to carry out its responsibilities under the Declaration of Condominium for Silver Creek Village Condominiums. If a purchaser fails to properly maintain, repair, or replace the Storage Unit in a manner satisfactory to the Board of Trustees, the Association may conduct the repair and assess the costs of such repair against the purchaser and the purchaser's condominium Unit.

7. **Prohibited Acts.** The purchaser of a Storage Unit(s) is prohibited from creating any unsafe condition therein including the storage of hazardous materials.

8. **Rules.** The Association is hereby granted the authority to create reasonable rules relating to the use and maintenance of the Storage Units pursuant to the Declaration of Condominium for Silver Creek Village Condominiums and the Utah Condominium Ownership Act, as the same may be amended or replaced.

9. **Successors and Assigns.** This Declaration shall be binding on all subsequent purchasers of a Conveyance of a Storage Unit and upon all of the subsequent purchaser's successors, assigns, heirs, administrators, trustees, fiduciaries, and transferees.

10. **Conveyance or Assignment.** A purchaser of a Storage Unit may convey or otherwise assign a Storage Unit to an Owner of another condominium Unit within the Project on such terms as may be agreeable between them. Such conveyance or assignment must be written on the Declarant's approved Storage Unit Agreement or be written using substantially similar terms and be recorded against each parcel to document the change of ownership.

11. **Ownership Connected to Condo Unit.** Ownership of any Storage Unit(s) shall be inseparably connected to the ownership of a condominium Unit within the Project and any purported transfer or ownership otherwise may be voided by either the Association, the Declarant, or an affected Owner harmed by the unlawful transfer.

12. **Right of Action.** In the event any action is necessary to compel a purchaser to fulfill any of purchaser's duties arising hereunder, the Association or the Declarant may initiate an action to enforce the covenants contained

13. **Attorney Fees.** If the Declarant or the Association elects to pursue an action to enforce the terms of this Declaration, whether or not a formal action is filed, the prevailing party shall be entitled to its reasonable attorney fees and costs.

14. **Recording.** This Agreement may be recorded against the Owner's property to bind all future successors and assigns.

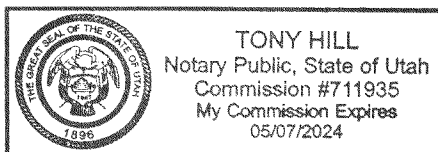
CW LARSEN VILLAGE, LLC

STATE OF UTAH)
) ss
County of DAVIS)

Darlene Carter
BY: DARLENE CARTER
ITS: MANAGER

OCTOBER 7, 2022
DATE

On OCTOBER 7, 2022, personally appeared before me DARLENE CARTER, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



Tony Hill
Notary Public

Exhibit "A"
(The Project)

All of Units B101 through B105, B201 through B208, and B301 through B306, inclusive, in Building B, contained within SILVER CREEK VILLAGE CONDOMINIUMS, as the same is identified in the Plat filed in the office of the Summit County Recorder, Utah, on November 13, 2020 as Entry No. 1147488 and in the declaration recorded November 13, 2020 as Entry No. 1147489 in Book 2617 at Page 1112 (as said declaration may have been subsequently restated, amended, and/or supplemented).

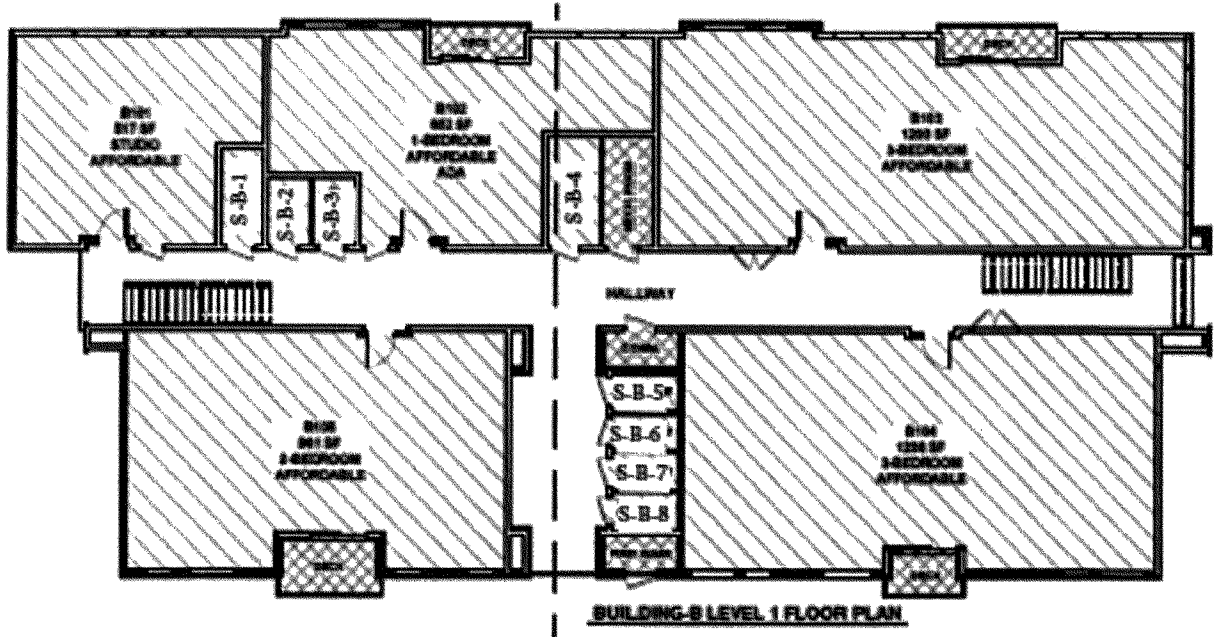
TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities defined under said declaration.

Parcel Numbers

SCVCON-B101 through SCVCON-B105;
SCVCON-B201 through SCVCON-B208; and
SCVCON-B301 through SCVCON-B306

Exhibit "B"
(Storage Unit Numbers)

FIRST FLOOR – 8 STORAGE UNITS



SECOND FLOOR - NONE

THIRD FLOOR – 8 STORAGE UNITS

