

AGREEMENT FOR THE SEPARATION OF GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION AND SUBSTITUTION OF THREE NEW ASSOCIATIONS – GLENMOOR SKYE HOMEOWNERS ASSOCIATION, INC., ST. ANDREWS DRIVE HOMEOWNERS ASSOCIATION. INC., AND YORKSHIRE HOMEOWNERS ASSOCIATION, INC.

This Agreement for the Termination of the Glenmoor Village Improvement Association (“GVIA”) and Substitution of three new Associations is executed by the undersigned owners of record of the Living Units comprising the GVIA Board of Directors (“Board”), located in South Jordan, Salt Lake County, Utah.

RECITALS

1. This instrument affects the following described tracts of land located in South Jordan, Salt Lake County, Utah:
 - (a) See Exhibit “A” attached hereto; hereinafter, the “Common Expense Districts” or “CEDs”
2. The CEDs were heretofore committed to a single Owners Association, through the execution and recording of the following declaration and plats:
 - (a) Declaration of Covenants, Conditions and Restrictions of the Glenmoor Village Improvement Association, recorded in the Office of the Salt Lake County Recorder, State of Utah, on March 11, 1975, as Entry No. 6135287, in Book 3802, Pages 167-194; and
 - (b) Record of Survey Map, “Plat E,” of the Glenmoor County Estates, recorded in the Office of the Salt Lake County Recorder, State of Utah, on May 21, 1975, as Entry No. 2710142, in Book 75-5, Page 71; and
 - (c) Record of Survey Map, “Plat F” of the Glenmoor County Estates, recorded in the Office of the Salt Lake County Recorder, State of Utah, on February 24, 1975, as Entry No. 2686751, in Book 75-2, Page 21; and
 - (d) Record of Survey Map, “Plat G,” of the Glenmoor County Estates, recorded in the Office of the Salt Lake County Recorder, State of Utah, on May 21, 1975, as Entry No. 2710144, in Book 75-5, Page 73; and

- (e) Record of Survey Map, Plat "N" Amended, of the Glenmoor County Estates, recorded in the Office of the Salt Lake County Recorder, State of Utah, on March 29, 1995, as Entry No. 6049929, in Book 95-3P, Page 72; and
 - (f) Articles of Amendment to Articles of Incorporation of Glenmoor Village Improvement Association, Inc., recorded in the Office of the Salt Lake County Recorder, State of Utah, on October 10, 1990, as Entry No. 4975863, in Book 6259, Page 1705-1714; and
 - (g) Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Glenmoor Village Improvement Association, recorded in the Office of the Salt Lake County Recorder, State of Utah, on August 4, 1995, as Entry No. 2690289, Book 7200, Pages 1237-1265.
3. The parties to this Agreement desire to convert the project from a single owners association into three separate and independent owners associations for various reasons, including the following:
- (a) Three independent associations better fits the needs and desires of the Owners of the Living Units, and the governance and administration of the Associations;
4. For the foregoing reasons, the Owners desire to terminate the existing owners association and to substitute in lieu thereof three new associations, upon the following terms and conditions.

TERMS AND CONDITIONS

1. **Agreement to Terminate Glenmoor Village Improvement Association, and Substitute with Three New Independent Associations.** Subject to the terms and conditions set forth herein, and the recording of the CC&R's of three new Associations, the Living Unit Owners hereby terminate, abandon, and vacate the Glenmoor Village Improvement Association (as defined above), and substitute in lieu thereof three new Associations, upon the terms set forth in the new CC&R's for Glenmore Skye Homeowners Association, St. Andrews Drive Homeowners Association, and Yorkshire Homeowners Association. Subject to the terms and conditions set forth herein, the Living Unit Owners consent to such actions.

2. **Approval of New Association Documents.** Each party acknowledges that it has reviewed and consents to the recording of the new Governing Documents for Glenmoor Skye Homeowners Association, St. Andrews Drive Homeowners Association, and Yorkshire Homeowners Association, both in the forms being recorded at the same time as this instrument, and each party, as its interests in the Tracts may appear, agrees

that its interests in the CEDs shall be subject to the newly organized Associations. Each party agrees that it shall execute and acknowledge the newly created CC&R's.

3. **Recording of Documents.** Upon execution of this Agreement by all parties, the Agreement shall be recorded with the Salt Lake County Recorder's Office, and the newly created Association Documents shall be recorded immediately thereafter.

4. **Conveyances.** It is the intent and agreement of the parties hereto that their respective right, title, interests and/or liens in the Living Units presently existing under the Glenmoor Village Improvement Association regime shall transfer to the newly created Associations, as are established by the corresponding new Association Governing Documents.

(a) Ownership of Lots. Each Owner shall thereby immediately be vested with ownership of the Lot (as identified pursuant to the Plats and CC&R's), having the same number(s) of Living Units, and the lien and encumbrance of each Living Unit Mortgagee on a Living Unit shall be deemed to carry over to the Lot having the same number(s) as such Living Units, without interruption, change in priority, or need for the execution or recording of any further instrument. Each Owner hereby covenants with their respective Mortgagee to execute and acknowledge such other or further instrument as may be reasonably requested to evidence and/or effectuate the provisions of this Agreement.

(b) Conveyance of Common Areas to Newly Formed HOA's. Upon recording of this Agreement and the newly created Association Documents, ownership of the common areas of Glenmoor Village Improvement Association shall transfer to Glenmoor Skye Homeowners Association, St. Andrews Drive Homeowners Association, and Yorkshire Homeowners Association. Each Living Unit Owner, as his, her or its interests may appear, hereby conveys and quit claims to its newly created Association, all of his, her or its interest in the Common Areas (as defined in the Glenmoor Village Improvement Association Documents, but subject to the easements and rights created in the GVIA Documents), and the Living Unit Mortgagees, to the extent their respective mortgages, trust deeds or lien instruments encumber said property, hereby release and relinquish such mortgages and trust deeds thereon. To the extent necessary to effect the release of a trust deed with respect to the GVIA Common Areas, this Agreement shall constitute a request by each Living Unit Mortgagee to the trustee under such trust deed to execute and deliver a partial reconveyance of the trust deed with respect to any interest in the GVIA Common Areas.

i. Common Area Conveyed to St. Andrews Drive Homeowners Association.

1. All of Lot 1602, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

- ii. Common Area Conveyed to Glenmoor Skye Homeowners Association.
 - 1. All of Lot 603, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and
 - 2. All of Lot 703, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.
- iii. Common Area Conveyed to Yorkshire Homeowners Association.
 - 1. All of Lot 501, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

5. **Ratification of Prior Acts.** The Glenmoor Village Improvement Association hereby acknowledges certain requirements for Board composition of Glenmoor Village Improvement Association. Members of the GVIA acknowledge the same, however, the Common Expense Districts of Skye Drive, Saint Andrews Drive, and Yorkshire Drive have formerly operated independently through three separate Boards of Directors. Members of the GVIA further acknowledge the proposed process to recognize the Boards of Skye Drive, Saint Andrews Drive, and Yorkshire Drive to serve as the collective “Board” for GVIA to adopt and execute this Termination Agreement and all other documents as set forth in this Agreement, including the newly created Declarations.

CERTIFICATION

For the purpose of terminating the Glenmoor Village Improvement Association, Inc., a Utah Nonprofit Corporation, GVIA certifies that greater than 67% of all members of GVIA agreed and assented to termination, the process, substitution of three new PUDs, and any amendments included herein.

IN WITNESS WHEREOF, the Association adopted this *Agreement for the Termination of Glenmoor Village Improvement Association and Substitution of Three New Associations – Glenmoor Skye Homeowners Association, Inc., St. Andrews Drive Homeowners Association, Inc., and Yorkshire Homeowners Association, Inc.* with the necessary approval of the Owners as required therein, on the 27th day of June, 2017, to be recorded against all parcels and Common Area as set forth in Exhibit “A” hereto.

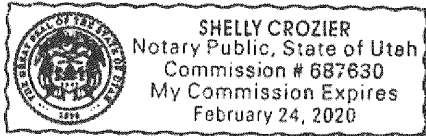
GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION,

Signature: *Blaine Mortensen*

Printed Name: BLAINE MORTENSEN
Authorized Representative of Saint Andrews CED

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 31ST day of July, 2017, BLAINE MORTENSEN, who by me being duly sworn, did say that he/she is the an authorized representative of Glenmoor Village Improvement Association, Inc., and that the foregoing instrument was properly adopted by the required voting interests of the Association.



Shelly Crozier

GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION,

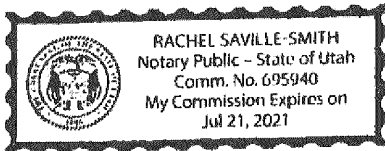
Signature: _____

Printed Name: Alma Meldrum
Authorized Representative of Yorkshire CED

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 10th day of August, 2017, Alma Meldrum, who by me being duly sworn, did say that he/she is the an authorized representative of Glenmoor Village Improvement Association, Inc., and that the foregoing instrument was properly adopted by the required voting interests of the Association.

Rachel Saville Smith



GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION,

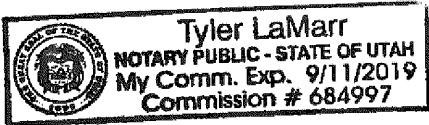
Signature: _____

Printed Name: MARC PEKKONEN

Authorized Representative of Skye CED

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 22 day of August, 2017, MARC PEKKONEN, who by me being duly sworn, did say that he/she is the an authorized representative of Glenmoor Village Improvement Association, Inc., and that the foregoing instrument was properly adopted by the required voting interests of the Association.



**Exhibit “A”
Legal Description**

The Land associated with the Project and hereby separated into three separate and independent Associations is the following described parcels of real property situated in Salt Lake County, State of Utah:

St. Andrews Drive Homeowners Association

All of Lot 1602, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, Cluster K, Glenmore Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, Cluster L, Glenmore Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, Cluster M, Glenmore Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, Cluster N, Glenmore Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

Glenmoor Skye Homeowners Association

All of Lot 603, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4 and 5, Cluster G, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Cluster H, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 703, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Cluster I, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6 and 7, Cluster J, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

Yorkshire Homeowners Association

All of Lot 501, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Cluster D, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.