

179096-CPF

AFTER RECORDING, PLEASE RETURN TO:

Thomas E. Goodwin  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, UT 84111

Tax Parcel Nos.: 33-01-151-004, 33-01-151-007, 33-01-151-005 and 33-01-151-006

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(Space above for Recorder's use only.)

### **DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "**Declaration**"), dated as of June 27th, 2024, is executed by VISTA 11, L.C., a Utah limited liability company, and VISTA 11 APARTMENTS, LLC, a Utah limited liability company (collectively, "**Declarant**").

#### RECITALS:

A. Declarant owns certain parcels of real property, the legal descriptions of which are set forth on Exhibit "A" attached hereto and made a part hereof.

B. Declarant desires to establish certain covenants, restrictions and easements for each of the respective Parcels (defined below), all on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant makes the following declarations, creates the following easements and establishes the following covenants and restrictions, all of which apply to, bind, affect and run with title to each of the Parcels.

1. **Definitions.** Certain terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) "**Access Areas**" shall mean the areas within each South Parcel intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of the South Parcels on which a Building or Related Improvement is located at any time from time to time. For the avoidance of doubt, the Access Areas do not include 600 West Entry Road.

(b) "**Access Area Improvements**" means all improvements, of whatever kind or character, within the Access Areas, including, without limitation, any landscaping,

driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs.

(c) “**Benefitted Parties**” means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests, invitees and licensees.

(d) “**Building or Related Improvement**” means a building or other principal structure on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items).

(e) “**Common Area**” means, collectively, 600 West Entry Road and the Common Utility Lines.

(f) “**Common Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service to more than one Parcel.

(g) “**Governmental Authorities**” means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

(h) “**Index**” means the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the “**Bureau**”) “All Items” for All Urban Consumers, U.S. City Average (1982–84 = 100). Should the Bureau discontinue the publication of the Index, publish the same less frequently or alter the same in some other manner, the most nearly comparable index or procedure as agreed to by each of the Owners will be substituted therefor.

(i) “**Laws**” means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Parcels and the Building or Related Improvement from time to time in effect.

(j) “**Mortgage**” means a recorded mortgage, deed of trust or other security agreement creating a lien on an Owner’s interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness.

(k) “**Mortgagee**” means the mortgagee, beneficiary or other secured party under a Mortgage.

(l) “**Occupant**” means any Person that, by virtue of a contract, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

(m) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term **“Owner”** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

(n) **“Parcel”** means any one of the Parcels described in Exhibit “A”.

(o) **“Parcels”** means the Parcels described in Exhibit “A”.

(p) **“Performing Owner”** means the Owner that performs any installation, operation, maintenance, repair or replacement of any Utility Lines.

(q) **“Person”** means a natural person or a legal entity.

(r) **“Separate Utility Lines”** shall mean those Utility Lines which are installed to provide the applicable service to only one Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a single Building shall be considered a Separate Utility Line.

(s) **“Site Plan”** means subdivision plat for the Parcels attached hereto as Exhibit “B”.

(t) **“600 West Entry Road”** means the roadway labeled as “600 West Primary Entry Road” on the Site Plan.

(u) **“South Parcel”** means any one of the Parcels depicted on the Site Plan as Lots 5, 6, 7, or 8.

(v) **“South Parcels”** means the Parcels depicted on the Site Plan as Lots 5, 6, 7, and 8.

(w) **“Utility Corridor”** shall mean (i) the area within 600 West Entry Road, and (ii) all roadways and drive isles on the Parcels.

(x) **“Utility Lines”** means those facilities and systems for transmissions of utility services, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone lines and manholes, electrical conduits or systems, gas mains and other public or private utilities.

2. Grant of Easements Applicable to South Parcels. Declarant hereby creates the following easements appurtenant to each South Parcel for the benefit of the Benefitted Parties of the other South Parcels, which easements shall be appurtenant to each of the other South Parcels:

(a) A reciprocal, non-exclusive, perpetual easement for ingress and egress, upon, over and across the Access Areas and the Access Area Improvements for pedestrian use by the Benefitted Parties of the South Parcels.

(b) A reciprocal, non-exclusive, perpetual easement for ingress and egress, upon, over and across those portions of the Access Areas suitable for vehicular ingress and egress for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties of the South Parcels. All Building or Related Improvements constructed on the South Parcels shall be developed to comply with the Laws governing access for the use proposed for such South Parcel.

3. Grant of Easements Applicable to All Parcels. Declarant hereby creates the following easements appurtenant to each Parcel for the benefit of the Benefitted Parties of each of the other Parcels, which easements shall be appurtenant to each of the other Parcels:

(a) A reciprocal, non-exclusive, perpetual easement for ingress and egress, upon, over and across 600 West Entry Road for pedestrian access by the Benefitted Parties of each Parcel between the Parcels and 600 West Street.

(b) A reciprocal, non-exclusive, perpetual easement for ingress and egress, upon, over and across those portions of 600 West Entry Road suitable for vehicular ingress and egress for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties of each Parcel between the Parcels and 600 West Street.

(c) A reciprocal, non-exclusive perpetual easement for the installation, operation, maintenance, inspection, repair, replacement and relocation in the Utility Corridor of Utility Lines serving any part of the Parcels, all of which (except hydrants and transformers and other installations as may be requested by the utility company) will be even with or below the surface of the Utility Corridor as otherwise agreed by the Owner of the burdened Parcel. All Owners will cooperate in the granting of appropriate and proper easements to each other or to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines. The location of the Utility Lines shall be within the Utility Corridor unless otherwise agreed to by the Owner on whose Parcel such Utility Line is being placed. Each Owner will have the right to enter upon any portion of the Parcels constituting the Utility Corridor and the areas immediately adjacent thereto as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, inspection, repair, replacement and relocation of the Utility Lines subject to compliance with the following:

(i) The installation, operation, maintenance, inspection, repair and replacement of such Utility Lines (A) shall not unreasonably interfere with the use

of the improved Parcel or with the normal operation of any business in each Parcel, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Lines, (C) shall not reduce or unreasonably impair the usefulness or functionality of the Utility Lines of the other Owners, (D) shall be performed without cost or expense to the Owner or Benefitted Party of any other Parcel, (E) shall be performed in a good and workmanlike manner, with due care, and in compliance with all Laws and (F) shall not unreasonably interfere with the pedestrian and vehicular access or parking. For non-routine maintenance and repair that will impact the utilization of the Utility Lines of the other Owners, the Performing Owner shall provide written notice to the other Owners prior to performing any such non-routine maintenance and repair.

(ii) To the extent any construction, maintenance, inspection, repair or replacement relates to Separate Utility Lines, the Owner of the benefitted Parcel shall, (A) to the extent applicable, comply with Section 4 of this Declaration; (B) repair to the original specifications any damage to any Building, signs, Common Utility Lines or Parcel resulting from such installation, operation, maintenance, inspection, repair and replacement; and (C) shall provide as-built plans for all such Separate Utility Lines to the Owners of all Parcels upon which such Separate Utility Lines are located within thirty (30) days after the date of completion of construction of same. All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(iii) Except as provided in a separate agreement between the Owners, all costs associated with the installation of a Common Utility Line shall be paid by Owner installing such Common Utility Line, and all costs of the operation, maintenance, inspection, repair and replacement of Common Utility Lines shall be paid by the Owner of the Parcel on which such Common Utility Line is located.

(iv) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any Utility Line which is then located on such Owner's Parcel, provided that any such relocation (A) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the Utility Line, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line, (C) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (D) shall be performed without cost or expense to the Owner or Benefitted Party of any other Parcel, (E) shall provide for the original and relocated area to be restored to a condition that is equal to or better than the condition prior to such work being completed, and (F) shall not unreasonably interfere with the pedestrian and vehicular access. At any time and from time to time the Owner of a Parcel may relocate on its Parcel any Separate Utility Lines serving such Owner's Parcel that are then present on the other Owner's Parcel, provided that in relocating such Separate Utility Lines, the

Owner relocating the Separate Utility Lines shall comply with subsections (A), (D) and (F). Further, if the Utility Lines on the other Parcel are accessed or the surface of the other Parcel is disturbed in such relocation, the original area shall be restored to a condition that is equal to or better than the condition prior to such work being completed. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the Owners of all Parcels served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(d) No Owner shall interrupt, damage, or otherwise interfere with the Separate Utility Lines of any other Owner. Notwithstanding the foregoing provisions of this Section 3 to the contrary, each Owner hereby reserves the right to eject from its Parcel any Persons not authorized to use the same. In addition, each Owner reserves the right to close off the area located on its Parcels designated for the use by others as provided above for such reasonable periods of time as may be required for serious security situations or legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of such Parcel designated for the use by others as provided above, such Owner must give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of each of the other Owners so that there is no unreasonable interference with the operation of or access to the other Parcels. No cross-parking shall be permitted between or among any of the Parcels without the consent of the Owners of the affected Parcels as evidenced by a written agreement recorded in the Salt Lake County Recorder's Office. Absent such separate agreement of the Owners, the parking area on any Parcel shall provide at least such number of parking stalls as are required to comply with Laws or as may be required by Governmental Authorities to provide for all required parking for the Building or Related Improvements located on such Parcel, without regard to any parking that may be available on any other Parcel.

4. Alteration, Relocation or Changes to Common Areas, and Access Areas. The Owner of a Parcel shall be permitted to alter, relocate or change the configuration of the Common Areas, Access Areas, or Access Area Improvements, on the Parcel which it owns at any time and from time to time but only upon strict compliance with the provisions of this Section.

(a) Any proposed alteration, relocation or other change shall comply with all Laws.

(b) Any proposed alteration, relocation or other change shall not, without the prior written consent of all Owners (except with respect to the alteration, relocation or change affecting only the Access Areas, or the Access Area Improvements, which shall require the consent of only the Owners of the South Parcels):

(i) Permanently reduce the number of parking stalls located on a Parcel below the requirements of all Laws.

(ii) Unreasonably impact the rights of the Benefitted Parties of the other Parcels, including any rights pursuant to leases, licenses or other similar arrangements;

(iii) Modify or unreasonably obstruct any Access Areas providing direct access between a South Parcel and a public roadway; or

(iv) Modify or unreasonably obstruct 600 West Entry Road.

(c) The Owner proposing to make any alteration, relocation or other change shall pay the entire cost of such alteration, relocation or change.

(d) The Owner proposing to make such alteration, relocation or change may not perform any work on, or stage any work from, any other Parcel without the consent of the Owner of the other Parcel, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with obtaining such consent, the Owner proposing to make such alteration, relocation or change shall provide copies of its preliminary plans to the Owner of the other Parcel prior to commencing such work for review and approval by the Owner of the other Parcel, which consent shall not be unreasonably withheld, conditioned or delayed. In the event an Owner (the "**Submitting Owner**") submits a preliminary plan to the Owner of the other Parcel (the "**Consenting Owner**") for its consent as required by this subsection (d), such preliminary plan shall be deemed approved if not disapproved in writing within twenty (20) days of the delivery of the preliminary plans to the Consenting Owner. In the event a Consenting Owner disapproves of such preliminary plans, the Consenting Owner shall, within such twenty (20) day period, deliver to the Submitting Owner the Consenting Owner's written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause the Consenting Owner to give its approval of the preliminary plans. The Submitting Owner shall, to the extent the Submitting Owner agrees with the Consenting Owner's requested changes, revise the preliminary plans and resubmit them to the Consenting Owner for its approval in accordance with the procedures set forth above in this subsection (d). Notwithstanding the foregoing to the contrary, an Owner shall not be required to obtain the consent of the other Owners to make any alteration, relocation or modification on such Owner's Parcel if such alteration, relocation or modification is required by Law, provided, the Owner making such alteration, relocation or modification shall give each of the other Owners at least thirty (30) days prior written notice of such change.

(e) The Owner proposing to make any alteration, relocation, or other change shall construct and complete such alteration, relocation, or change in a diligent and timely manner subject only to delays beyond the reasonable control of the Owner. At least thirty (30) days prior to any major work in the Access Areas by an Owner of a South Parcel, such Owner shall give notice to the other Owners of the South Parcels of the scope thereof, and the proposed commencement and completion dates.

5. Indemnification. The Owner of each Parcel hereby agrees to indemnify, defend and hold harmless the Owners and the Occupants of the Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, or arising out of the performance or nonperformance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

6. Operation and Maintenance of the Parcels.

(a) Taxes and Assessments.

(i) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to their respective Parcels including any Common Areas or Access Areas located upon such Parcel. For purposes of this Declaration, "Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any Governmental Authority upon the land within each Parcel and/or any Improvements therein or thereon.

(ii) Each Owner will have the right, in good faith, to contest the amount of Taxes owing with respect to its Parcel; provided that such Owner will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within each Parcel, including recording an adequate bond to remove such lien as a matter of record or to otherwise secure the payment of such lien.

(b) Each Owner, at its own cost and expense, will maintain, or cause to be maintained, its Parcel (including, without limitation, the Building or Related Improvements, the Access Areas, Common Areas and the Access Area Improvements) in a safe, clean, attractive, tenantable first class condition.

(c) Each Owner will be solely responsible for obtaining and paying for all utilities and services required and used on its Parcel.

7. Casualty. If any Building or Related Improvement, Access Area, Common Area or Access Area Improvement situated on a Parcel is damaged or destroyed by any casualty, and without limiting the indemnification obligations of the Owners under Section 5 above, the Owner upon whose Parcel such Building or Related Improvement, Common Area, Access Area, or Access Area Improvement is situated will promptly (i) repair and/or reconstruct such Building or Related Improvement, Common Area, Access Area, or Access Area Improvement and also promptly remove debris and keep the affected portions of the Parcel neat, orderly and well maintained and covered during such repair or reconstruction; or (ii) with respect to any Building or Related Improvement only, promptly demolish the Building or Related Improvement and



remove the debris and keep the Parcel (including the demolition area) neat, orderly and well maintained.

8. Condemnation. In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of a Parcel, that portion of the award attributable to the value of the interest in the Parcel so taken will be payable to the Owner of such Parcel and no claim thereon will be made by any other Owner; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim will reduce the award to the Owner of the condemned Parcel; provided further, however, that the Owner of any portion of a Parcel to be taken will promptly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

9. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in this Declaration shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such rights-of-way and easements.

10. Title and Mortgage Protection.

(a) No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration.

11. Estoppel. Each Owner shall, within fifteen (15) days after request from any other Owner, execute and deliver to the requesting Owner a written declaration certifying that (i) such Owner is not in default under this Agreement; (ii) to such Owner's knowledge, there are no defaults by any other Owner under this Agreement; and (iii) all costs and expenses due under this

Agreement have been paid. Each Owner's Mortgagee and prospective purchasers shall be entitled to rely on such certification.

12. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of the Parcels. The term of this Declaration is perpetual regardless of any change of ownership of the Parcels or the removal, alteration or destruction, in whole or in part, of a Building or Related Improvement; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

13. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

14. Enforcement. In the event of a breach of any of the terms, covenants, conditions or restrictions hereof, including the payment of Taxes and assessments, by any Owner of any portion of any Parcel, and if such breach continues for a period of thirty (30) days after the defaulting Owner's receipt of a notice of such breach, or such longer period as may be reasonably required to cure such breach provided the defaulting Owner has commenced the cure of such breach within such thirty (30) day period and is diligently prosecuting the cure of such breach, not to exceed one hundred twenty (120) days, any one or all of the Owners of the other Parcel shall be entitled forthwith and after written notice to such breaching party to perform any of the breaching party's obligations hereunder at the breaching party's cost or to make any payment required hereunder, as the breaching party's attorney-in-fact, and by reason of so doing, the Owner taking such action shall not be liable or responsible for any loss or damage thereby sustained by the breaching party. All actual out of pocket, reasonable costs and expenses incurred by any Owner in performing any of the breaching Owner's obligations or in making any such payment shall be reimbursed and paid for by the defaulting Owner within thirty (30) days of demand therefore, and assessed against the defaulting Owner and, upon filing a notice of such assessment in the Salt Lake County Recorder's Office, shall constitute a lien against the real property or the interest therein for which such payment or performance was made, but any such lien shall be and is hereby made subordinate to the lien of any first Mortgage covering any portion of the Parcels. The Owner of a Parcel, or any portion of a Parcel, shall also have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this

Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if a defaulting Owner shall fail to pay another Owner amounts due by such defaulting Owner within thirty (30) days after delivery of written demand on the defaulting Owner, then: (i) a five percent (5%) late payment fee shall be added to the amount due on the thirty-first (31st) day; and (ii) the unpaid balance shall thereafter accrue interest at the rate of ten percent (10%) per annum.

15. Effective Date. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

16. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

17. Pronouns and Plurals. Whenever the contest may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

18. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

19. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

20. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

21. Time of Essence. Time is of the essence of this Declaration.

22. No Public Dedication. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever. The provisions of this Section 22 shall not limit any dedication for a public use made on a plat or any other instrument of record.

*(Signatures begin on following page)*

EXECUTED the day and year first above written.

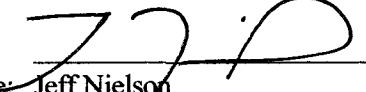
"Declarant"

VISTA 11, L.C., a Utah limited liability company

By:   
Name: Christian Gardner  
Its: Manager

By:   
Name: Jake Boyer  
Its: Manager

VISTA 11 APARTMENTS, LLC, a Utah limited liability company

By:   
Name: Jeff Nielson  
Its: Operating Manager

*(Acknowledgments begin on following page)*

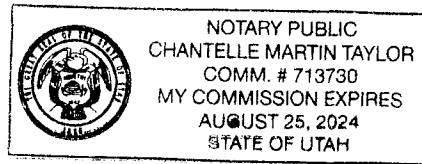
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 27<sup>th</sup> day of June, 2024, personally appeared before me Christian K. Gardner, a manager of VISTA 11, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

Chantelle Martin Taylor  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
08-25-2024



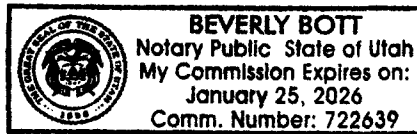
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 1<sup>st</sup> day of July, 2024, personally appeared before me Jacob L. Nathan R. Boyer, a manager of VISTA 11, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

Beverly Bott  
NOTARY PUBLIC

Residing at: Salt Lake County

My Commission Expires: 1/25/26



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 2<sup>nd</sup> day of July, 2024, personally appeared before me Jeff Nielson, the operating manager of VISTA 11 APARTMENTS, LLC, a Utah limited liability company, who executed this instrument on behalf of said company.

Lauren Ashley  
NOTARY PUBLIC

Residing at: Salt Lake County

My Commission Expires: 2/1/26

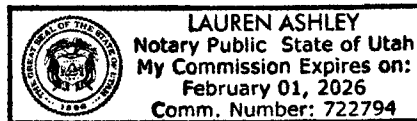


EXHIBIT "A"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

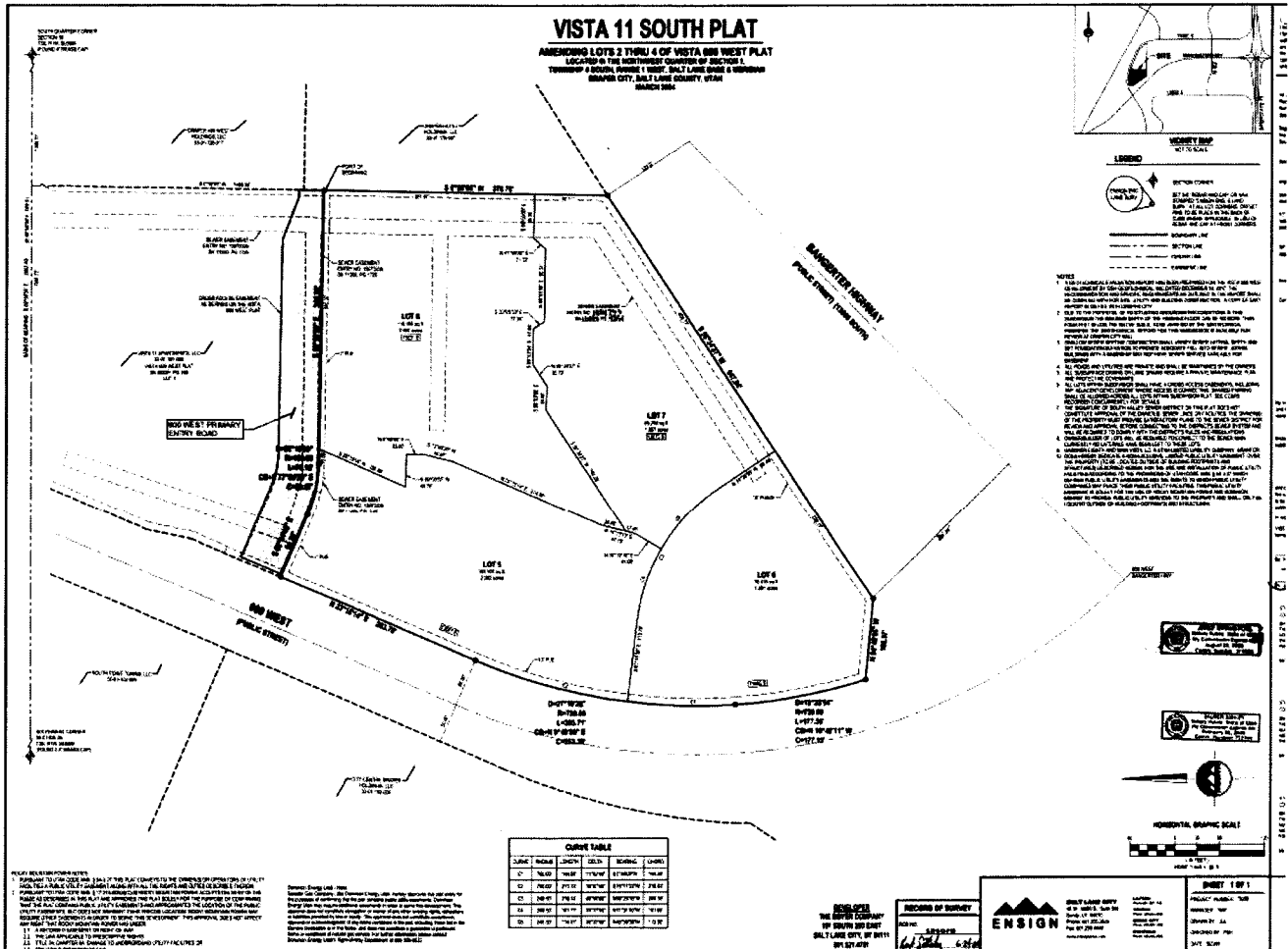
Legal Description

LOT 1 OF THE VISTA 600 WEST PLAT, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN THE STATE OF UTAH.

LOTS 5, 6, 7, AND 8 OF THE VISTA 11 SOUTH PLAT, AMENDING LOTS 2 THRU 4 OF THE VISTA 600 WEST PLAT, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN THE STATE OF UTAH.

EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Site Plan



**CONSENT AND SUBORDINATION**

UMB BANK, N.A., a national banking association (the "Lender"), as the holder of a lien encumbering certain real property pursuant to that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Vista 11 Apartments, LLC, a Utah limited liability company, as trustor, to the trustee named therein for the benefit of the Lender, as beneficiary, which was recorded on 02/15/2023, as Entry No. 14072683, in the Salt Lake County Recorder's Office, as amended, hereby consents to the recording of the foregoing Declaration Of Covenants, Restrictions And Easements and subordinates its lien thereto.

UMB BANK, N.A., a national banking association

By: Matthew Marker

Name: Matthew Marker

Title: Senior Vice President

STATE OF Colorado )

: ss.

COUNTY OF Denver )

On the 26 day of June, 2024, personally appeared before me Matthew Marker, who acknowledged to me that he or she executed the foregoing instrument as the Senior Vice President of UMB BANK, N.A., a national banking association.

MELANEY ROSE ATENCIO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984023658  
MY COMMISSION EXPIRES FEBRUARY 03, 2025

Melanie Rose Atencio  
Notary Public  
My Commission Expires: 2/3/2025