

AFTER RECORDING, PLEASE RETURN TO:

Thomas E. Goodwin  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84112

Tax Parcel Nos.: 16-06-253-017, 16-06-253-018, and 16-06-253-019

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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 the 20 day of August, 2024, is executed by Gardner JFGHB Holdings, L.C., a Utah limited liability company and F4 Properties, LLC, a Utah limited liability company (collectively, the "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 with respect to the 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 on Parcel 2 intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, or exterior walkways for ingress and egress of vehicles and pedestrians to and from Parcel 1 and the Parking Areas.

(b) "Benefitted Parties" means the Owners and Occupants of Parcel 1, and their respective employees, customers, guests, invitees and licensees.

(c) "Business Hours" means 9:00 am to 5:00 pm, Monday through Friday, excluding legal holidays in the State of Utah.

(d) “**Commencement Date**” means the date that is six (6) months after a final certificate of occupancy is issued by the applicable governmental authority for the improvements to be constructed on Parcel 2.

(e) “**Designated Parking Stalls**” is defined in Section 2(a)(iii) of this Declaration.

(f) “**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.

(g) “**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.

(h) “**Landscape Easement Area**” means the area on Parcel 1 the legal description of which is set forth on Exhibit “B” attached hereto and made a part hereof. The Landscape Easement Area is depicted on Exhibit “C”.

(i) “**Landscape Maintenance**” means the maintaining, mulching, replacing, trimming, cutting, removing, irrigating (including the installation and maintenance of a sprinkling system) and watering, as applicable, all landscaping existing from time to time within the Landscape Easement Area.

(j) “**Landscape Maintenance Costs**” means, collectively, all costs and expenses incurred in performing the Landscape Maintenance, including, without limitation, costs paid to third Persons actually performing the Landscape Maintenance.

(k) “**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 from time to time in effect.

(l) “**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.

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

(n) “**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.

(o) “**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.

(p) “**Parcel**” means any one of Parcel 2 or Parcel 1.

(q) “**Parcels**” means Parcel 2 and Parcel 1, collectively.

(r) “**Parcel 1**” means the Parcel described as “Lot 1” on Exhibit “A” attached hereto.

(s) “**Parcel 1 Share of Landscape Maintenance Costs**” means twenty percent (20%) of all Landscape Maintenance Costs.

(t) “**Parcel 2**” means the Parcel described as “Lot 2” on Exhibit “A” attached hereto.

(u) “**Parking Areas**” means the areas on Parcel 2 that are used at any time and from time to time for parking.

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

(w) “**Special Events**” means special events conducted on Parcel 1 outside of Business Hours solely for museum purposes.

2. Grant of Access and Parking Easements; Special Events.

(a) Declarant hereby creates, grants, and conveys the following easements appurtenant to Parcel 1 for the benefit of Parcel 1 and the Benefitted Parties from and after the Commencement Date and during Business Hours only:

(i) A non-exclusive easement for ingress and egress, upon, over and across the Access Areas and Parking Areas for pedestrian use by the Benefitted Parties as reasonably necessary to access the Designated Parking Stalls.

(ii) A non-exclusive 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 across the Access Areas as reasonably necessary to access the Designated Stalls.

(iii) A non-exclusive easement to use thirty (30) parking stalls in the Parking Areas for the purpose of furnishing the right of parking for the vehicles of the Benefited Parties. The Owner of Parcel 2 shall have the right, upon written notice to the Owner of Parcel 1 from time to time, to designate the location of the thirty (30) parking stalls subject to this Section 2(a)(iii) (the “**Designated Parking Stalls**”). The rights granted to Parcel 1 and the Benefitted Parties of Parcel 1 are limited to the Designated Parking Stalls and the Access Areas and Parking Areas serving the Designated Parking Stalls.

(b) The Owner of Parcel 2 agrees to use good-faith, reasonable efforts to make parking stalls, in an amount not to exceed the Designated Parking Stalls, available on Parcel 2 for the benefit of Parcel 1 and the Benefitted Parties during Special Events; provided, the Owner of Parcel 2 shall have no obligation to provide parking for such Special Events more frequently than two (2) times in any thirty (30) day period. If the Owner of Parcel 1 desires parking on Parcel 2 for a Special Event, the Owner of Parcel 1 shall provide at least ten (10) business days’ prior written notice of such Special Event to the Owner of Parcel 2, which notice shall include (i) the number of parking stalls requested for such Special Event, not to exceed the amount of the Designated Parking Stalls, and (ii) the anticipated duration of such Special Event. Within three (3) business days of receiving such notice of a Special Event, the Owner of Parcel 2 shall provide a written response to the Owner of Parcel 1 which shall include the number of parking stalls which the Owner of Parcel 2 can make available for such Special Event. The Owner of Parcel 2 may not be able to accommodate all requests made by Owner of Parcel 1 for parking stalls needed for Special Events. The inability to accommodate such requests for parking shall not result in a default of this Declaration.

(c) The Owner of Parcel 2 agrees to use good-faith, reasonable efforts to make parking stalls, in an amount not to exceed the Designated Parking Stalls, available on Parcel 2 for the benefit of Parcel 1 and the Benefitted Parties during Saturdays and legal holidays in the state of Utah. The Owner of Parcel 2 may not be able to accommodate the use of the Designated Parking Stalls for Saturdays and legal holidays in the state of Utah. Should the Owner of Parcel 2 be unable to accommodate the use of the Designated Parking Stalls for Saturdays and legal holidays in the state of Utah, The Owner of Parcel 2 shall provide written notice to the Owner of Parcel 1 three (3) business days before a Saturday or legal holiday in the state of Utah. The inability to accommodate such requests for parking shall not result in a default of this Declaration.

3. Grant of Landscaping Easement; Landscape Maintenance; and Payment of Landscape Maintenance Costs. Declarant hereby creates, grants, and conveys the following easements appurtenant to Parcel 2 for the benefit of Parcel 2 and the Owner of Parcel 2, its agents, employees, and contractors:

(a) An exclusive easement on, over, under and across the Landscape Easement Area for the purposes of installing, planting and placing trees, shrubbery, ground cover and other landscape materials within the Landscape Easement Area, as determined by the Owner of Parcel 2, together with the right to access the Landscape Easement Area to perform the Landscape Maintenance.

(b) The Owner of Parcel 2 shall perform the Landscape Maintenance within the Landscape Easement Area. The Owner of Parcel 2 shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance.

(c) Prior to the beginning of each calendar year hereafter, the Owner of Parcel 2 shall deliver to the Owner of Parcel 1 a statement showing the Estimated Costs for such calendar year. “**Estimated Costs**” shall mean the estimate of the Parcel 1 Share of Landscape Maintenance Costs for a particular calendar year. If the Owner of Parcel 2 fails to deliver such statement prior to January 1 of the applicable year, until the delivery of such statement, the Estimated Costs shall be deemed to be the same amount of such Estimated Costs for the prior year; provided, however, if the Owner of Parcel 2 subsequently furnishes a statement of such Estimated Costs, to the extent such Estimated Costs are greater than or less than the Estimated Costs paid on a year to date basis, the Owner of Parcel 1 shall either receive a credit or make a payment, in the amount of such difference on the next date on which the Owner of Parcel 1 makes a payment hereunder. On or before the fifth (5<sup>th</sup>) day of every month, the Owner of Parcel 1 shall pay to the Owner of Parcel 2, without offset or deduction, one-twelfth (1/12<sup>th</sup>) of the Parcel 1 Share of Landscape Maintenance Costs based on such Estimated Costs. Within one hundred twenty (120) days after each calendar year, the Owner of Parcel 2 shall furnish the Owner of Parcel 1 with a written reconciliation statement comparing the actual Landscape Maintenance Costs incurred in the previous calendar year against the amounts paid by the Owner of Parcel 1 during the previous calendar year based on the Estimated Costs. If the annual reconciliation statement indicates that Landscape Maintenance Costs paid by the Owner of Parcel 1 for any year exceeded the actual Landscape Maintenance Costs owing by the Owner of Parcel 1, the excess shall be credited towards the costs owing by the Owner of Parcel 1 in the next calendar year. If the annual reconciliation statement indicates that Landscape Maintenance Costs paid by the Owner of Parcel 1 for any year is less than the actual Landscape Maintenance Costs owing by the Owner of Parcel 1 for such calendar year, the Owner of Parcel 1 shall pay to the Owner of Parcel 2 any such deficiency within thirty (30) days of such Parcel 1 Owner’s receipt of such reconciliation statement. Every reconciliation statement given by the Owner of Parcel 2 shall be conclusive and binding on the Owner of Parcel 1 unless within 120 days after the receipt of such statement the Owner of Parcel 1 shall notify the Owner of Parcel 2 that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. If such dispute shall not have been settled by agreement, the Owner shall submit the dispute to arbitration within ninety (90) days after the Owner of Parcel 2’s receipt of a notice of such dispute. If the dispute shall be determined in Parcel 1 Owner’s favor, the Owner of Parcel 2 shall, within thirty (30) days of the resolution of such dispute, pay to the Owner of Parcel 1 the amount of such overpayment of Landscape Maintenance Costs. The Owner of Parcel 2 agrees to grant the Owner of Parcel 1 reasonable access to the Owner of Parcel 2’s books and records pertaining to Landscape Maintenance Costs for the purpose of verifying the Parcel 1 Share of Landscape Maintenance Costs.

4. Alteration, Relocation or Changes to Access Areas and Parking Areas. The Owner of Parcel 2 shall be permitted to alter, relocate or change the configuration of the Access Areas and Parking Areas subject to the following conditions:

(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 the Owner of Parcel 1, permanently reduce the number of parking stalls located in the Parking Areas below the amount required for the Designated Parking Stalls.

5. Insurance and Indemnification. From and after the Commencement Date:

(a) Each Owner shall, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with good and solvent insurance companies authorized to do business in the State of Utah on its Parcel a policy or policies of (i) commercial general liability, bodily injury, personal injury and property damage liability insurance (“**CGL Insurance Policy**”) with combined single limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate (which such limit will be increased on January 1, 2030, and on every fifth anniversary of such date (each an “**Adjustment Date**”), by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)).

(b) Each Owner shall name the other Owners as an additional insured under the CGL Insurance Policy described above.

(c) Each Owner shall, upon the reasonable request thereof from any other Owner, furnish to the Person making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article.

(d) Each Owner hereby waives any claim that it might have against any other Owner for damages which would be covered by any of the insurance required to be carried under this Article. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release regarding any loss of, or any damage to the said property of any Owner. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation) each Owner shall give to each insurance company which has issued to it policies of all-risk insurance, written notice of the terms of said mutual waivers, and shall have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waiver.

(e) If any such Owner shall fail to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then the other Owner shall have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice shall have a period of ten (10) days in which to cure such default.

(f) 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. Maintenance of Access Areas and Parking Areas. From and after the Commencement Date, the Owner of Parcel 2, at its own cost and expense, will maintain, or cause to be maintained, the Access Areas and the Parking Areas serving the Designated Parking Stalls in a safe and clean condition. Such obligations will include (but will not be limited to) the following:

- (a) resurfacing of walkway, roadways, and drives;
- (b) keeping the surface of any walkways, and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;
- (c) cleaning, sweeping, debris removal, disposal of rubbish and debris, snow removal, and all other tasks necessary to maintain such areas in a clean, safe and orderly condition; and
- (d) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required.

7. Casualty. From and after the Commencement Date, upon any damage or destruction to the Access Areas or Parking Areas serving the Designated Parking Stalls, and without limiting the indemnification obligations of the Owners under Section 5 above, the Owner of Parcel 2 will promptly after the occurrence of such event of damage or destruction, restore, repair or rebuild such damaged or destroyed Access Areas or Parking Areas serving the Designated Parking Stalls at its sole cost and expense. The Owner of Parcel 2 will use all commercially reasonable due diligence to complete such restoration and repair of the Common Area as expeditiously as possible with as little delay and as little disruption as circumstances permit.

8. Condemnation. From and after the Commencement Date, 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 the Access Areas or Parking Areas, that portion of the award attributable to the value of the interest in the Access Areas or the Parking Areas so taken will be payable to the Owner of Parcel 2 and no claim thereon will be made by any other Owner; provided, however, that the Owner of Parcel 1 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 Parcel 2; provided further, however, that the Owner of

Parcel 2 will promptly repair and restore the remaining portion of the Access Areas and Parking Areas, as applicable and to the extent serving the Designated Parking Stalls, as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

9. No Interference. From and after the Commencement Date, 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. This Declaration shall be and remain in force and effect until terminated pursuant to this Section. Notwithstanding the foregoing or anything to the contrary in this Declaration, the term of this Declaration, and the rights, restrictions, covenants and easements granted herein, shall terminate automatically if either (i) Parcel 1 is used for residential purposes, or (ii) the exterior of the historical synagogue building on Parcel 1 is altered or modified, except as required to comply with



applicable law or to repair or rebuild to a substantially similar structure in the event of a casualty or condemnation. In the event of such automatic termination, the Owner of Parcel 1 shall, upon the request of the Owner of Parcel 2, execute a termination of this Declaration in recordable form; provided, however, that the failure to record such written termination shall not affect the automatic termination as provided herein.

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 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, the non-defaulting Owner shall 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.

15. 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.

16. Pronouns and Plurals. Whenever the context 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

*(Signatures begin on following page)*

EXECUTED the day and year first above written.

**DECLARANT**

Gardner JFGHB Holdings, L.C.,  
a Utah limited liability company

By: [Signature]  
Its: Manager

**DECLARANT**

F4 Properties, LLC,  
a Utah limited liability company

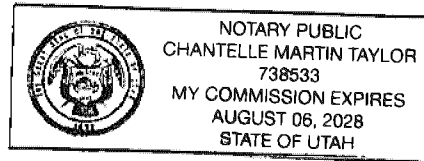
By: [Signature]  
Its: Manager

STATE OF UTAH )  
                          §  
COUNTY OF Salt Lake )

On this 30<sup>th</sup> day of August, in the year 2024, personally appeared before me Christian Gardner, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Gardner JFGHB Holdings, L.C., a Utah limited liability company and that said document was signed by him/her in behalf of said limited liability company by authority of its governing documents, and said Manager acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

[Signature]  
(notary signature)



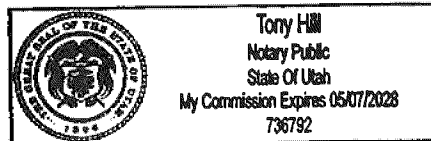
(seal)

STATE OF UTAH )  
                          §  
COUNTY OF DAVIS )

On this 30 day of AUGUST, in the year 2024, personally appeared before me Owen Fisher, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of F4 Properties, LLC, a Utah limited liability company and that said document was signed by him in behalf of said limited liability company by authority of its governing documents, and said Owen Fisher acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

[Signature]  
(notary signature)



(seal)

EXHIBIT "A"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of the Parcels

**Parcel 1/Lot 1**

Beginning at a point being North 89°58'07" East, along the monument line, 67.41 feet and North 00°05'33" West, 324.53 feet from a street monument located at the intersection of 300 South Street and 400 East Street; and running thence North 00°05'33" West, 70.00 feet; thence North 89°58'19" East, 210.00 feet; South 00°05'20" East, 70.00 feet; thence South 89°58'19" West, 210.00 feet to the point of beginning.

Contains: 14,700 Sq. Ft. (or 0.34 Acres)

**Parcel 2/Lot 2**

Beginning at a point being North 89°58'07" East, along the monument line, 67.41 feet and North 00°05'33" West, 324.53 feet from a street monument located at the intersection of 300 South Street and 400 East Street; and running thence North 89°58'19" East, 210.00 feet; thence North 00°05'20" West, 70.00 feet; thence North 89°58'19" East, 120.15 feet; thence South 00°05'20" East, 82.52 feet; thence South 89°58'19" West, 24.90 feet; thence South 00°05'20" East, 82.52 feet; thence South 89°58'19" West, 305.24 feet; thence North 00°05'33" West, 95.04 feet to the point of beginning.

Contains: 37,732 Sq. Ft. (or 0.86 Acres)

EXHIBIT "B"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of the Landscape Easement Area

Beginning at a point being North 89°58'07" East, along the monument line, 67.41 feet and North 00°05'33" West, 324.45 feet from a street monument located at the intersection of 300 South Street and 400 East Street; and running thence South 89°58'19" West, 28.50 feet; thence North 00°05'33" West, 70.00 feet; thence North 89°58'19" East, 79.75 feet; thence South, 26.09 feet; thence West, 2.25 feet; thence South, 7.64 feet; thence West, 5.68 feet; thence South, 14.59 feet; thence East, 5.68 feet; thence South, 7.64 feet; thence East, 2.28 feet; thence South, 14.05 feet; thence South 89°58'19" West, 51.17 feet to the point of beginning.

Contains: 5,429 Sq. Ft.

EXHIBIT "C"  
 TO  
 DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
Depiction of the Landscape Easement Area

