

186935-CPI

When Recorded Return To:

Olympia Utah, LLC
527 E. Pioneer Rd. Ste. 200
Draper, Utah 84020

14349865 B: 11552 P: 98 Total Pages: 5
02/21/2025 03:49 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel No(s).: 26-34-226-079, 26-34-276-024

**SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR OLYMPIA
(Mt. Rainier at Olympia Phase 2)**

This Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Olympia ("Supplemental Declaration") is executed and adopted by Olympia Utah, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. This Supplemental Declaration shall amend and supplement the Master Declaration of Covenants, Conditions, and Restrictions for Olympia recorded with the Salt Lake County Recorder's Office on January 31, 2024, as Entry No. 14199847 (the "Master Declaration"), by annexing certain Additional Land into the Project as identified herein. See Exhibit A.

B. Olympia Utah, LLC is the Declarant as identified and set forth in the Master Declaration.

C. As per Sections 14.1 and 15.2 of the Master Declaration, Declarant reserved the right to unilaterally amend and supplement the Master Declaration and to expand the Project with the addition of all or a portion of the Additional Land described in the Master Declaration. Declarant now desires to add a portion of the Additional land as hereinafter provided for.

D. Olympia Ranch, LLC has an ownership interest in and to the Subject Property and consents to the terms of this Supplemental Declaration and its recording.

E. As of the date of this Supplemental Declaration, the Control Period remains in effect.

F. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Master Declaration.

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

ANNEXATION

1. **Annexation of Additional Land.** Declarant hereby confirms that all of the real property identified and described in Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") is submitted to and properly annexed into the Project and made subject to the Master Declaration.

2. **Plat.** The real properties described in Section 1 above, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Master Declaration, shall be more particularly set forth on the **MT RAINIER AT OLYMPIA PHASE 2** plat map, which plat map will be recorded in the office of the Salt Lake County Recorder.

3. **Submission.** The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Master Declaration and all supplements and amendments thereto.

4. **Membership.** The Owner of each Lot or parcel within the Subject Property shall be a member of the Olympia Master Association, Inc. ("**Master Association**") and shall be entitled to all benefits of such membership as set forth in the Master Declaration and shall be subject to the Master Declaration.

5. **Allocated Interests.** In accordance with the Master Declaration, each Lot shall be assigned an Allocated Interest factor of 1 for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Master Declaration or the Act.

6. **Allocation of Regular Assessments.** Each Lot within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Master Declaration and shall be liable for all Regular Assessments levied by the Master Association as permitted under the Master Declaration, in addition to all other Assessments permitted under the Master Declaration.

7. **Benefit Assessment Area.** In addition to the rights and obligations set forth in the Master Declaration and this Supplemental Declaration, certain Lots within the Subject Property may also be subject to additional rights and obligations as set forth in a Board Resolution that creates a Benefit Assessment Area. Benefit Assessment Areas may be established to govern or maintain facilities or amenities unique to the benefitted Lots including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other private Parcels or Limited Common Areas exclusive to the Benefitted Area Lots.

8. **Maintenance Allocations.** Unless otherwise set forth in a Board Resolution creating a Benefit Assessment Area, or additional Supplemental Declaration, the Lots within the Subject Property shall be subject to the general maintenance allocations set forth in the Master Declaration.

9. **Exemption from Leasing and Non-Owner Occupancy Restrictions.** All of the lots and parcels within the **MT RAINIER AT OLYMPIA PHASE 2** plat map shall be exempt from any and all leasing and non-owner occupancy restrictions contained in the Master Declaration and any amendment thereto, including without limitation Section 9.14 thereof.

10. **Reservation of Declarant's Rights.** All rights concerning the Project reserved to Declarant in the Master Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the same terms, provisions and limitations set forth in the Master

Declaration.

11. **Effective Date.** This Supplemental Declaration shall take effect upon being recorded with the Salt Lake County Recorder.

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, has executed this Supplemental Declaration this 20 day of February, 2025.

DECLARANT
OLYMPIA UTAH, LLC
a Utah limited liability company

Signature: Ryan Button

Name: Ryan Button

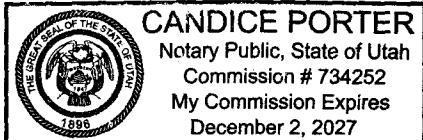
Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH)
) ss.

COUNTY OF Salt Lake

On the 20 day of February, 2025, Ryan Button [Name] personally appeared before me who by me being duly sworn, did say that she/he is an authorized representative of Olympia Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: Candice Porter



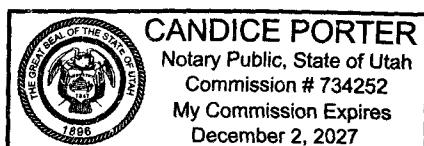
IN WITNESS WHEREOF, Olympia Ranch, LLC consents to the terms and restrictions of the Supplemental Declaration this 20 day of February, 2025.

OLYMPIA RANCH, LLC
a Utah limited liability company

Signature: Ryan Button
Name: Ryan Button
Title: MANAGER

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 20 day of February, 2025 Ryan Button [NAME] personally appeared before me, Candice Porter who by me being duly sworn, did say that she/he is an authorized representative of Olympia Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: Scotlind

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, being more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°04'33" East 228.66 feet; thence North 89°55'27" East 20.84 feet; thence Southeasterly 118.39 feet along the arc of a 522.50 foot radius curve to the right (center bears South 00°04'33" East and the chord bears South 83°35'06" East 118.13 feet with a central angle of 12°58'55"); thence South 00°04'33" East 407.83 feet; thence West 90.58 feet; thence Southwesterly 16.40 feet along the arc of a 50.00 foot radius curve to the right (center bears North 62°58'34" West and the chord bears South 36°25'05" West 16.32 feet with a central angle of 18°47'17"); thence Southwesterly 19.92 feet along the arc of a 25.00 foot radius curve to the left (center bears South 44°11'17" East and the chord bears South 22°59'22" West 19.39 feet with a central angle of 45°38'42"); thence South 00°10'01" West 38.62 feet; thence South 89°59'44" West 220.00 feet; thence North 00°10'01" East 70.38 feet; thence South 89°52'17" West 47.00 feet; thence Northwesterly 26.75 feet along the arc of a 17.00 foot radius curve to the left (center bears North 89°49'59" West and the chord bears North 44°55'08" West 24.08 feet with a central angle of 90°10'17"); thence South 89°59'44" West 81.24 feet; thence South 00°10'11" West 7.52 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped 5251295, said point being on the established boundary line per the Boundary Line Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages 6169-6202 in the Office of the Salt Lake County Recorder; thence North 89°31'34" West 249.93 feet along the 1/16 section line and said established boundary; thence North 464.12 feet; thence South 89°32'10" East 70.97 feet; thence Northeasterly 26.86 feet along the arc of a 17.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°11'38" East 24.15 feet with a central angle of 90°32'23"); thence North 00°04'33" West 160.87 feet; thence South 89°32'10" East 495.98 feet to the point of beginning.

Tax Id No.: 26-34-226-079 and 26-34-276-024