

14385869 B: 11572 P: 598 Total Pages: 14
05/16/2025 04:03 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

WHEN RECORDED, RETURN TO:

KMW Development L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

Parcel IDs: Block D: see Exhibit A
Block J: 22-09-228-044-0000

188699-DMF

PARKING COVENANT

This PARKING COVENANT ("Agreement") is made and entered into this 9th day of May 2025, by and between KMW DEVELOPMENT L.L.C., a Utah limited liability company ("KMW"), and HOLLADAY HILLS BLOCK D L.L.C., a Delaware limited liability company ("Block D").

RECITALS

A. KMW is the owner of fee simple title to certain real property located in Holladay, Utah, more particularly described and identified as the "Block J Property" on Exhibit A attached hereto and by this reference made a part hereof.

B. Block D is either the fee owner or is responsible as the Declarant or Project Owner (as such terms are defined in the Declaration) of the property more particularly described on Exhibit A (the "Block D Property"; and, collectively with the Block J Property, the "Properties").

C. The Block D Property and the Block J Property are subject to that certain Holladay Hills Parking Declaration of Easements and Covenants between KMW, Holladay Hills Block A L.L.C., a Utah limited liability company, Holladay Hills Block B L.L.C., a Utah limited liability company, and Holladay Hills Block D L.L.C., a Delaware limited liability company, recorded the even date herewith as Entry No. 14385809 (as the same may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the provisions thereof, the "Holladay Hills Parking Agreement").

D. The Holladay Hills Parking Agreement requires each Owner subject thereto to provide a certain amount of parking on such owner's Parcel. If an owner has insufficient parking spaces on its Parcel to meet the parking requirements of the Holladay Hills Parking Agreement, then such owner must enter into a separate agreement with one or more other owners to satisfy the parking requirements of the Holladay Hills Parking Agreement.

E. In order to satisfy the parking requirements of the Holladay Hills Parking Agreement and to otherwise facilitate the orderly development and operation of the Block D Property and the Block J Property, the parties hereto desire to enter into this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises hereof, of the mutual covenants and benefits herein provided and for other good valuable considerations, the receipt and sufficiency of which

are hereby acknowledged, KMW and Block D agree, and declare, create, and impose the covenants, conditions, and restrictions set forth herein.

ARTICLE 1 – DEFINITIONS

1.1 The foregoing preamble and recitals are a material part of this Agreement and are hereby incorporated herein.

1.2 Unless otherwise defined herein, capitalized terms shall have the following meanings:

“Affiliate” means, as to any specific Person (a) any other person (i) that directly or indirectly owns ten percent (10%) or more of such Person or (ii) that directly or indirectly is in Control of, is Controlled by, or is under common ownership or Control with such Person; (b) any person whose financial statements should be consolidated with such Person in accordance with generally accepted accounting principles (GAAP); or (c) any family member of such Person.

“Applicable Law” means the entitlements for the Properties and any law, regulation, rule, order, and ordinance of any governmental agencies having jurisdiction over the Properties.

“Building” means any building or buildings constructed or to be constructed on a Parcel.

“Control” means, as to any specific Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through ownership of voting securities, by contract, or otherwise. “Controlled” has a meaning correlative to the foregoing.

“Declaration” means that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Commercial and Rental Project recorded November 23, 2022, as Entry No. 14045665.

“Improvements” means any and all Buildings, structures, and other improvements of every nature and character, including, without limitation, related landscaping, storefront and freestanding signage, driveways, and parking lots (including parking lot lighting) constructed within the Properties.

“Lease” means any lease, deed, or any other instrument or arrangement whereby any Occupant (other than an Owner) acquires a right to use or occupy any Improvements located within the Properties. The terms and provisions of any Lease shall only be binding upon the parties to such Lease and their respective successors and assigns. Any Lease shall create only a landlord-tenant relationship between the parties thereto and their respective successors and assigns and shall not create a landlord-tenant relationship with any other person.

“Lender” means any institutional holder of indebtedness secured by a Security Instrument that is in the business of regularly making commercial real estate loans and credit facilities of the type secured by such Security Instrument. An Affiliate of a party to this Agreement may not be a “Lender” within the meaning of this Agreement.

“Occupant” means any person entitled to occupy a portion or portions of the Properties as an Owner or a tenant under a Lease.

“Owner” means with respect to any Parcel, the owner of record of fee simple title to such Parcel. When one or more Persons are the Owner, all such Persons having a fee simple interest in such Parcel shall be deemed to be an Owner and all of such Owners shall be jointly and severally liable for the performance

of the obligations of this Agreement with respect to such Parcel. In the event of a ground lease of any Parcel, the fee simple owner of record or the ground lessee as determined by the ground lease, shall be the Owner for purposes of this Agreement. In the event the ground lease is silent as to this provision, the Owner for purposes of this Agreement shall be considered the fee owner. No party having an interest in a Parcel or Building merely as security for the performance of an obligation or as a tenant under a Lease shall be considered an Owner. If any Parcel is developed as a condominium, cooperative or timeshare regime established pursuant to the Applicable Laws, for purposes of this Agreement, the "Owner" shall be the condominium, cooperative or timeshare association, acting by and through the executive organ thereof and not the owners of the individual condominium units, cooperative shares or timeshare interests.

"Parcel(s)" means one or more blocks, lots, or parcels of land currently existing and comprising the Properties or hereinafter created by subdivision of the Properties or the future resubdivision of a Parcel, as well as any other lots produced by any resubdivision (including condominium, cooperative or timeshare regimes established pursuant to the Applicable Laws) or consolidation thereof.

"Parking Requirement" means the number of parking stalls required to enable a Parcel located within the Block J Property or Block D Property to satisfy the Required Parking Ratio and Exclusive Parking Ratio, as such terms are defined and described in the Holladay Hills Parking Agreement.

"Permittee(s)" means the employees, customers, patrons, guests, agents, contractors, vendors, licensees, and other invitees of any Occupant.

"Person(s)" means individuals, partnerships, associations, corporations, limited liability companies, and any other form of business organization, or one or more of them, as the context may require.

"Security Instrument" means any duly recorded mortgage, deed of trust, or other security instrument granted by any party hereto for the benefit of a Lender that encumbers any portion of the Properties subject hereto.

ARTICLE 2 – PARKING COVENANTS

2.1 Parking Covenant for the Block J Property. KMW covenants to Block D, for the benefit of the Block D Property, that in addition to the requisite number of parking stalls the Block J Property needs to satisfy the Parking Requirement, the Block J Property shall have at a minimum 39 vehicular parking stalls that Block D may count for the purpose of satisfying Block D's Parking Requirement. Notwithstanding the foregoing, KMW reserves the right, at its sole discretion, to grant one or more licenses to any Owner, Occupant, or Permittee for exclusive parking rights to a portion of the Block J Property provided that the granting of such license does not interfere with the covenant made herein.

2.2 Term of Covenants. Unless otherwise provided, the covenants and other rights granted herein shall continue until the termination of the Holladay Hills Parking Agreement.

ARTICLE 3— GENERAL PROVISIONS

3.1 Notices. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

If to KMW: KMW Development L.L.C.
c/o Woodbury Corporation
Attn: Office of the General Counsel
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

With a copy to: KMW Development L.L.C.
c/o Millrock Capital II LLC
Attn: Steven Peterson
6510 South Millrock Drive, Suite 450
Holladay, Utah 84121

To Block D: Holladay Hills Block D L.L.C.
c/o Woodbury Corporation
Attn: Office of the General Counsel
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

Any such notice shall be deemed to be given on the date on which it is received, or receipt thereof is refused. Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

3.2 Binding Effect. All of the covenants, conditions, restrictions, rights, terms and provisions contained herein shall attach to and run with the Block J Property and Block D Property, and shall, except as otherwise set forth herein, benefit and be binding upon the successors and assigns of the respective parties. This Agreement and all the covenants, conditions, restrictions, rights, terms, and provisions herein contained shall be enforceable as mutual, equitable servitudes in favor of said Properties and any portion thereof, shall create rights and obligations as provided herein between the respective parties, and shall be covenants running with the land. Every Person who now or in the future owns or acquires any right, title or interest in or to any of the Properties or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, condition, restriction, right, term, or provision contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

3.3 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement, the substantially prevailing party shall be entitled to recover reasonable costs, expenses, and attorneys' fees. For purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals' fees, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

3.4 Estoppel Certificate. No more than once annually, each of the parties shall, upon the reasonable request of the other party (or any current or prospective Lender for such party), and in each case within ten (10) business days after the other party has requested it, execute and deliver to the appropriate party a certificate form stating:

3.4.1 that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

3.4.2 to the knowledge of the party providing the certificate, that there are no defaults by it or the other party (or specifying each such default as to which it may have knowledge);

3.4.3 to its knowledge, whether there are any counterclaims against the enforcement of any party's obligations; and

3.4.4 any other matters reasonably requested.

3.5 Lender Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of a Lender pursuant to any first Security Instrument; provided that, after foreclosure or the exercise of the power of sale of any such Security Instrument, the portion of the properties foreclosed upon shall remain subject to this Agreement.

3.6 Amendment and Assignment. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement.

3.7 Consent. Unless otherwise specifically provided herein, no consent or approval by a party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

3.8 Rules of Construction; Interpretation. The word "party" as used herein means a party to this Agreement and the word "parties" means more than one party to this Agreement or all of the parties to this Agreement, as the context may require. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter. The parties jointly negotiated and drafted this instrument. In the event an ambiguity or question of intent arises, this instrument shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship.

3.9 Relationship of Parties. The relationship of the parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the parties.

3.10 Further Assurances. The parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

3.11 No Waiver. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by the other party hereunder shall be implied from any omission by Block D or KMW to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Block D or KMW to or of any act by the other party requiring Block D's or KMW's consent or approval, respectively, shall not be deemed to waive or render unnecessary Block D's or KMW's consent or approval to or of any subsequent

similar acts by the other party. Without limiting the generality of the foregoing, Block D's or KMW's acceptance of any payments hereunder shall not be deemed a waiver of any breach by the other party under the terms and conditions hereof.

3.12 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the parties are solely the responsibility of the respective party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such party under this Agreement and each such Person may raise this Section as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any party to this Agreement, may look only to the funds and property of such party for payment of any such suit, contract or claim to the extent such party is liable therefor, or for the payment of any costs that may become due or payable to them from any party to this Agreement.

3.13 Good Faith. In exercising their rights and fulfilling obligations under this Agreement, each party acknowledges that the other party has acted to date in good faith and each party agrees to continue to act in good faith. Each party acknowledges that in each instance under this Agreement where a party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each party further acknowledges that the obligation of any party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the parties are attempting to achieve shall be successfully achieved and no party shall be liable for any failure to achieve the result or results intended so long as the party has complied with its obligation to act in good faith.

3.14 Severability. In the event any covenant, condition, restriction, right, term or provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other covenant, condition, restriction, right, term or provision contained herein.

3.15 Governing Law and Consent to Jurisdiction. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties will be governed by, and construed and enforced in accordance with, the laws of Utah without regard to any conflicts of law principles, except to the extent preempted by federal laws. The parties consent to the jurisdiction of any federal or state court within Salt Lake County having proper venue and also consent to service of process by any means authorized by Utah or federal law.

3.16 Captions. Article and section titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any covenant, condition, restriction, right, term or provision hereof.

3.17 Counterpart Signatures. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original.

(Signatures follow on the next page)



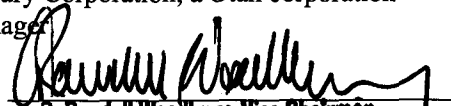
PARKING COVENANT
(KMW Signature Page)

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

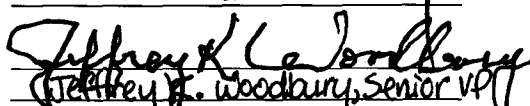
KMW: **KMW DEVELOPMENT L.L.C.**, a Utah limited liability company

By: Woodbury Corporation, a Utah corporation
its Manager

By:


U. Randall Woodbury, Vice Chairman

By:


Jeffrey K. Woodbury, Senior VP

By: Millrock Capital II, LLC, a Utah limited liability company
its Manager

By:


Steven Peterson, Manager

(Acknowledgments follow on the next page)

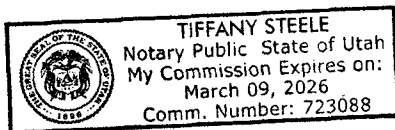


PARKING COVENANT
(KMW Acknowledgments Page)

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

On the 9th day of May, 2025, D. Randall Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Vice Chairman of Woodbury Corporation, a Manager of KMW Development L.L.C.

SEAL:



[Signature]
Notary Public

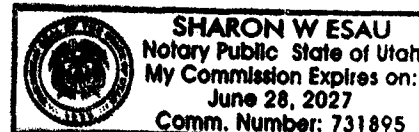
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 8th day of May, 2025, Jeffrey K. Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Sr. Vice President of Woodbury Corporation, a Manager of KMW Development L.L.C.

SEAL:

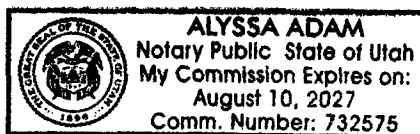
[Signature: Sharon W. Esau]
Notary Public

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



On the 9th day of May, 2025, Steven Peterson, personally appeared before me, proved
on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and
acknowledged he/she/they executed the same in his/her/their capacity as the Manager of Millrock Capital
II, LLC, a Manager of KMW Development L.L.C.

SEAL:



[Signature: Alyssa Adam]
Notary Public

(Signatures follow on the next page)

PARKING COVENANT
(Block D Signature Page)

BLOCK D: HOLLADAY HILLS BLOCK D L.L.C., a Delaware limited liability company

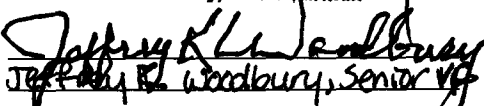
By: WCL GP L.L.C., a Delaware limited liability company
its Manager

By: Woodbury Corporation, a Utah corporation
its Manager

By:


D. Randall Woodbury, Vice Chairman

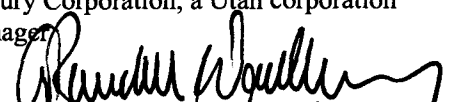
By:


Jeffrey K. Woodbury, Senior VP

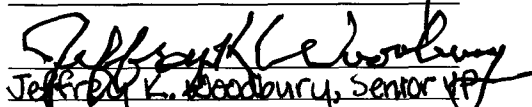
By: KMW Development L.L.C., a Utah limited liability company
its Manager

By: Woodbury Corporation, a Utah corporation
its Manager

By:

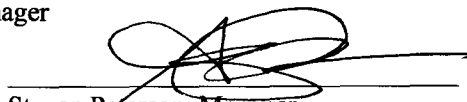

D. Randall Woodbury, Vice Chairman

By:


Jeffrey K. Woodbury, Senior VP

By: Millrock Capital II, LLC, a Utah limited liability company
its Manager

By:


Steven Peterson, Manager


(Acknowledgments follow on the next page)



PARKING COVENANT
(Block D Acknowledgments Page)

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

On the 9th day of May, 2025, D. Randall Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Vice Chairman of Woodbury Corporation, the Manager of WCL GP L.L.C., a
Manager of Holladay Hills Block D L.L.C.

SEAL:  **TIFFANY STEELE**
Notary Public State of Utah
My Commission Expires on:
March 09, 2026
Comm. Number: 723088

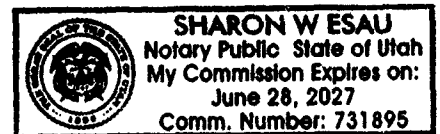
[Signature]
Notary Public

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

On the 8th day of May, 2025, Jeffrey K. Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Sr. Vice President of Woodbury Corporation, the Manager of WCL GP L.L.C., a
Manager of Holladay Hills Block D L.L.C.

SEAL: [Signature]
Notary Public

(Acknowledgments continue on the next page)




[Handwritten initials]

PARKING COVENANT
(Block D Acknowledgments Page)

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

On the 9th day of May, 2025, D. Randall Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Vice Chairman of Woodbury Corporation, a Manager of KMW Development
L.L.C., a Manager of Holladay Hills Block D L.L.C.

SEAL:  **TIFFANY STEELE**
Notary Public State of Utah
My Commission Expires on:
March 09, 2026
Comm. Number: 723088

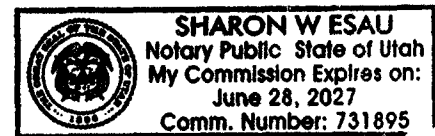
Tiffany Steele
Notary Public

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


On the 8th day of May, 2025, Jeffrey K. Woodbury,
personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name
is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity
as the Sr. Vice President of Woodbury Corporation, a Manager of KMW Development
L.L.C., a Manager of Holladay Hills Block D L.L.C.

SEAL: Sharon W. Esau
Notary Public

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



On the 9th day of May, 2025, Steven Peterson, personally appeared before me, proved
on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and
acknowledged he/she/they executed the same in his/her/their capacity as the Manager of Millrock Capital
II, LLC, a Manager of KMW Development L.L.C., a Manager of Holladay Hills Block D L.L.C.

SEAL:  **ALYSSA ADAM**
Notary Public State of Utah
My Commission Expires on:
August 10, 2027
Comm. Number: 732575

Alyssa Adam
Notary Public

(Lender consent follows on the next page)

War

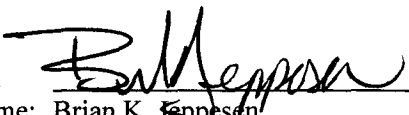
PARKING COVENANT

LENDER CONSENT AND SUBORDINATION

WASHINGTON FEDERAL BANK, a Washington state chartered commercial bank, formerly known as Washington Federal Bank, National Association ("WAFD") is the beneficiary under that certain Fee and Leasehold Deed of Trust, Assignment of Rents, Assignment of Contracts, Security Agreement and Fixture Filing recorded on December 30, 2020 as Entry No. 13517120 in the official records of Salt Lake County, Utah, as the same has been amended, supplemented, restated, or otherwise modified from time to time ("WAFD Security Instrument"). The WAFD Security Instrument encumbers a portion of the real property encumbered by this Parking Covenant ("Agreement").

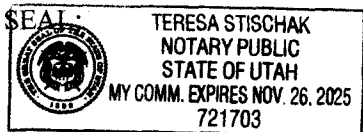
WAFD hereby consents to the terms of this Agreement. WAFD also hereby (a) subordinates all of its right, title, and interest, as the beneficiary under the WAFD Security Instrument to the rights, titles and interests of the parties pursuant to the terms of this Agreement and (b) agrees that the WAFD Security Instrument now is and shall at all times continue to be subject and subordinate to the Agreement, as the same may be amended, supplemented, restated, or otherwise modified from time to time in accordance with its terms.

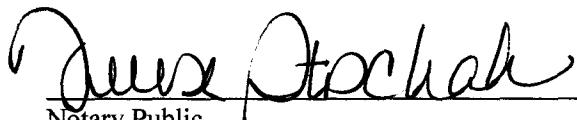
WASHINGTON FEDERAL BANK
a Washington state chartered commercial bank

By: 
Name: Brian K. Jeppesen
Title: Vice President

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

On the 7th day of May, 2025, Brian K. Jeppesen, personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity as the Vice President of Washington Federal Bank.




Notary Public

(Exhibits follow on the next page)


PARKING COVENANT

LENDER CONSENT AND SUBORDINATION

WASHINGTON FEDERAL BANK, a Washington state chartered commercial bank, formerly known as Washington Federal Bank, National Association ("WAFD") is the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing recorded on July 21, 2021, as Entry No. 13723587 in the official records of Salt Lake County, Utah, as the same has been amended, supplemented, restated, or otherwise modified from time to time ("WAFD Security Instrument"). The WAFD Security Instrument encumbers a portion of the real property encumbered by this Parking Covenant ("Agreement").

WAFD hereby consents to the terms of this Agreement. WAFD also hereby (a) subordinates all of its right, title, and interest, as the beneficiary under the WAFD Security Instrument to the rights, titles and interests of the parties pursuant to the terms of this Agreement and (b) agrees that the WAFD Security Instrument now is and shall at all times continue to be subject and subordinate to the Agreement, as the same may be amended, supplemented, restated, or otherwise modified from time to time in accordance with its terms.

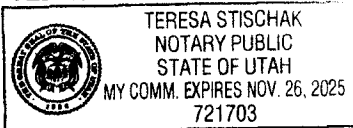
WASHINGTON FEDERAL BANK
a Washington state chartered commercial bank

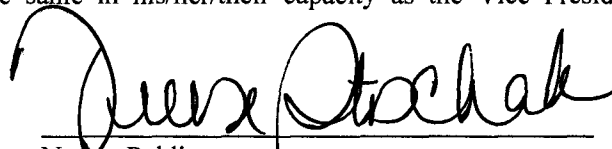
By: 
Name: Brian K. Jeppesen
Title: Vice President

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

On the 7th day of May, 2025, Brian K. Jeppesen, personally appeared before me, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged he/she/they executed the same in his/her/their capacity as the Vice President of Washington Federal Bank.

SEAL:




Notary Public

(Exhibits follow on the next page)

PARKING COVENANT

EXHIBIT A

Legal Descriptions

Legal Description of the Block J Property:

BLOCK J OF THE ROYAL HOLLADAY HILLS SUBDIVISION #2 SUBDIVISION PLAT WITH
RECORDED# 13700581, RECORDED JUNE 25, 2021, IN BOOK 2021P, AT PAGE 171

Parcel ID: 22-09-228-044-0000

Legal Description of the Block D Property:

ALL COMMERCIAL UNITS, INCLUDING UNITS C100, C110, C120, AND C130, AS SET FORTH
ON THE OFFICIAL PLAT OF ROYAL HOLLADAY HILLS BLOCK D CONDOMINIUM,
RECORDED ON NOVEMBER 23, 2022, IN THE OFFICIAL RECORDS OF THE SALT LAKE
COUNTY RECORDER IN BOOK 2022P, BEGINNING AT PAGE 299

ALL RESIDENTIAL RENTAL UNITS, AS SET FORTH ON THE OFFICIAL PLAT OF ROYAL
HOLLADAY HILLS BLOCK D CONDOMINIUM, RECORDED ON NOVEMBER 23, 2022, IN THE
OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER IN BOOK 2022P, BEGINNING
AT PAGE 299

THE GENERAL SHARED FACILITIES ON LEVEL P1 DEDICATED FOR USE AS PARKING AND
THE RESIDENTIAL CONDOMINIUM AND RESIDENTIAL RENTAL SHARED FACILITIES ON
LEVEL P2 DEDICATED FOR USE AS PARKING, AS SET FORTH ON THE OFFICIAL PLAT OF
ROYAL HOLLADAY HILLS BLOCK D CONDOMINIUM, RECORDED ON NOVEMBER 23, 2022,
IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER IN BOOK 2022P,
BEGINNING AT PAGE 299

Parcel IDs:	Unit C120	22-09-229-001
	Unit C100	22-09-229-002
	Unit C130	22-09-229-003
	Unit C110	22-09-229-004
		22-09-229-039
		22-09-229-040

