

WHEN RECORDED RETURN TO:

CW ROAM, LLC
610 N 800 W
Centerville, UT 84014

Single Family

Affecting Parcel No(s): 00-0090-7101 through 00-0090-7140
Affecting Serial No(s): 09-ROAMSFRIA-0101 through 09-ROAMSFRIA-0137;
09-ROAMSFRIA-A through 09-ROAMSFRIA-C

Townhomes

Affecting Parcel No(s): 00-0090-3229 through 00-0090-3288; 00-0089-0845; and 00-0089-0875
Affecting Serial No(s): 09-ROAMTWN1-0138—09-ROAMTWN1-0197; 09-005-044-02-1-4-1;
and 10-005-044-02-1-4-1

USE, COST ALLOCATION, AND EASEMENT AGREEMENT

This USE, COST ALLOCATION, AND EASEMENT AGREEMENT (“**Agreement**”) is entered into between Roam Townhome Owners Association, Inc., a Utah nonprofit corporation (the “**Townhome Association**”), and Roam Owners Association, Inc., a Utah nonprofit corporation (the “**Single-Family Association**”) and together with the Townhome Association, collectively, the “**Parties**” and individually each a “**Party**”) and shall be effective as of the date it is recorded in the Morgan County Recorder’s Office.

RECITALS

A. On or around February 8, 2023, CW Land Co., LLC, a Utah limited liability company (the “**Single-Family Association Declarant**”) caused that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Roam to be recorded in the office of the Morgan County Recorder as Entry No. 162837, in Book 398, on Page 168 (the “**Single-Family Declaration**”) to govern the affairs of the Single-Family Association and its respective owners.

B. On or around February 8, 2023, CW Roam, LLC, a Utah limited liability company (the “**Townhome Association Declarant**”) caused that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Roam Townhomes to be recorded in the office of the Morgan County Recorder as Entry No. 162838, in Book 398, on Page 240 (the “**Townhome Declaration**”) to govern the affairs of the Townhome Association and its respective owners.

C. On or around May 23, 2022, Townhome Association Declarant caused that certain final plat for Roam Phase 1 Townhomes to be recorded in the office of the Morgan County Recorder as Entry No. 161074, in Book 392, on Pages 163 through 168 (the “**Townhome Recorded Plat**”),

D. On or around October 25, 2022, Single-Family Association Declarant caused that certain final plat for Roam Phase 1A Single Family to be recorded in the office of the Morgan County Recorder as Entry No. 162211, in Book 396, on Pages 50 through 52 (the “**Single-Family Recorded Plat**” and together with the Townhome Recorded Plat, collectively, the “**Plats**”).

E. The Single-Family Association will construct the Community Amenities in the areas depicted on the Single-Family Recorded Plat.

F. The Townhome Association, on behalf of its owners, desires to have access and use right in and to the Single-Family Amenities and the Single-Family Association desires to grant access and use rights in and to the Single-Family Amenities to the Townhome Association, on behalf of its owners based on the terms

and conditions contained herein.

G. The Parties desire to enter into this Agreement to define the rights and obligations of the Parties for the shared use, maintenance, repair and replacement of the Single-Family Amenities and the allocation and collection of costs incurred for such purposes.

H. The Single-Family Association desires to grant easement rights for the use of the Single-Family Amenities and related land and facilities to the Townhome Association, on behalf of its owners, and such rights shall be binding on the successors and assigns of each Lot or parcel.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants of the Parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree and are bound as follows:

1. **Definitions.** The capitalized terms in this Agreement shall have the meanings set forth in this Section or as otherwise indicated throughout this Agreement.

(a) **"Allocable Share"** shall mean the interest of the Owner of a Lot which shall be applicable for the purposes of the payment of Common Expenses, and for other purposes indicated in this Agreement. Each Lot shall have an equal Allocable Share. The Allocable Share shall not be altered without the express written consent of the Manager and at least sixty-seven percent (67%) of the total Allocable Shares as expressed in a recorded amendment to this Agreement. It is contemplated that upon final platting of all areas of the Project, there will be thirty-seven (37) single-family lots, and sixty (60) townhome units. Accordingly, each Lot will have one (1) whole Allocable Share, and each Owner (single-family Owner and townhome unit Owner) will be charged an equal, proportional share. Notwithstanding the foregoing estimates for Lot participation under this Agreement, the Manager shall always have the right to adjust the amount of each Lot's Allocable Share. The Manager shall have the authority to annex or withdraw Lots from the provisions of this Agreement with the corresponding consent of the Owner of the Lot being annexed or withdrawn.

(b) **"Community Amenities"** means all open space areas, and Improvements, located within the Single-Family Recorded Plat, including, but not limited to; playground(s), fire pits, pickleball courts, cooking station(s), tables, chairs, raised decks, and related amenities.

(c) **"Common Expenses"** means: (i) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager in connection with the operation, management, maintenance repair and replacement of the Community Amenities and the performance of the Manager's rights and duties under Sections 3 and 4 or any other provision of this Agreement, including, without limitation, all reasonable costs, expenses, fees and other amounts relating to maintaining Community Amenities; (ii) any culinary or secondary water or other utility fees for the Community Amenities; (iii) trash removal services for the Community Amenities; (iv) managerial, clerical and overhead costs, expenses, fees and other amounts for the performance of the duties contemplated herein for the Community Amenities; and (v) Common Expenses due but not recoverable (after reasonable effort) from a responsible Lot Owner, together with all interest on, and costs and attorney fees incurred in connection with, such unpaid Common Expenses.

(d) **"Common Expense Share"** means, with respect to each Party, the product obtained by multiplying the total Common Expenses for the relevant period by the Allocable Share applicable to such Lot.

(e) Intentionally omitted.

(f) **"Lot"** means any of the separately identified single-family lots or townhome units identified on and located within the Plats.

(g) **"Manager"** means the Single-Family Association or any subsequent Owner or designated agent of the Single-Family Association, unless and until such Owner assigns its rights and duties as the

Manager. The Manager's rights and duties under this Agreement may be assigned to (a) any other Lot Owner, or (b) any subsequent owners association that is formed for the purpose of performing the Manager's functions under this Agreement. Any transfer of Manager rights shall be accomplished through a recorded instrument.

(h) **"Owner"** means the fee owner of each Lot, single family lots and townhome units, within the Project. If any Lot has more than one Owner, the rights and liability of each such Owner under this Agreement shall be joint and several.

2. Grant of Easement. Subject to the rights, restrictions, and collection of the required payments set forth in this Agreement, each Owner within the Townhome Association, and their successors, are hereby granted a nonexclusive easement over and across the Community Amenities areas and parcels, or any reasonable portion of the Single-Family Association's real property necessary to access the Community Amenities, for the use and enjoyment of each Lot Owner and their successors and assigns. This easement is granted as a benefit and right appurtenant to ownership of a Lot within the Townhome Recorded Plat and shall not be separated therefrom.

3. Manager's Rights and Duties. The Manager shall timely perform or cause to be performed the duties set forth in this Section for which the Manager shall be reimbursed in accordance with this Agreement. All costs, expenses, fees and other amounts incurred or payable by the Manager in connection with the duties set forth in this Section are part of the Common Expenses payable by the Owners under Section 4 of this Agreement. The Manager shall have no obligation to perform, and no liability for failure to perform, any obligation set forth in this Agreement if the funds to pay for such obligation are not timely received by the Manager pursuant to Section 4.

(a) **Maintenance.** The Manager shall be responsible for the management, maintenance, repair, and replacement of the Community Amenities and shall keep the same in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair.

(b) **Insurance.** The Manager may maintain general liability insurance, casualty, or other insurance for the operation of the Community Amenities in the Manager's sole discretion. If insurance is obtained, then the costs of such policy shall be a Common Expense.

(c) **Assessment to Specific Owner.** If the need for maintenance, repair or replacement of the Common Amenities is caused by the willful or negligent acts of an Owner or its members, occupants, guests, tenants, or invitees, the Manager may cause such repairs to be made and the cost of such maintenance or repair work shall be added to and become a charge to the Owner in addition to its Common Expense Share.

(d) **Rules.** The Manager may adopt reasonable rules for the regulation and operation of the Community Amenities. If rules are adopted, they shall be consistently and uniformly enforced. Each Party to this Agreement shall be obligated to ensure that the rules promulgated in accordance with this Section 3 are communicated to their permitted users, occupants and guests. Each Owner or Party shall be required to take enforcement action against their permitted users, occupants and guests as directed by the Manager, including the imposition of fines. The Manager's determination as to whether a particular activity being conducted or to be conducted violates or will violate the rules shall be conclusive. The Manager shall have the right and authority to restrict access to the Community Amenities and facilities governed by this Agreement for any person or Owner who has violated the rules, or who has not paid their fines or Common Expense Share. All fines collected for violations of the rules shall be remitted to the Manager. The Manager may take enforcement action against individual persons who may not be Owners and shall assess all costs incurred to the applicable Party or Owner.

(e) **Exemption of Lots.** Upon request to the Manager, and in the Manager's sole discretion, the Manager may exempt a Lot from the rights and obligations existing under this Agreement upon the terms and conditions that the Manager so elects to make available to each requesting Lot Owner. If the Manager exempts a Lot pursuant to this authority, then the fractional amount of each Lot's Allocable Share shall be adjusted accordingly.

4. Common Expenses.

(a) **Collection.** The Manager is expressly authorized by each Party to incur or allocate all costs, expenses, fees and other amounts included within the definition of "Common Expenses" set forth in Section 1(c), and each Party or subsequent Owner shall contribute such Owner's Common Expense Share in the manner described in this Agreement. The Manager shall invoice the Townhome Association, who shall then invoice each individual Owner within the Townhome Association, and each Owner within the Single-Family Association in advance based on the Manager's reasonable annual estimate of the Common Expense Share. Each Owner shall pay such Owner's Common Expense Share in equal installments on the fifteenth (15th) day of each month, or as otherwise required by the Manager. If at the end of the year the monthly installment payments made by Owners aggregate less than the actual amount of the Common Expenses for such calendar year, the Manager may submit an invoice for the deficiency to the Townhome Association, who shall then invoice each individual Owner within the Townhome Association, and each Owner within the Single-Family Association and each Owner shall pay the deficiency amount owing to the Manager within thirty (30) days after such final invoice is furnished. If the aggregate Owner payments are more than the Common Expenses incurred by the Manager for such calendar year (including scheduled reserves), the excess amounts shall be applied to future Common Expense Share amounts due from each Owner. Any amount required to be paid under this Section 4 which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eight percent (8%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager for any payment not made within ten (10) days after the date due. The acceptance by the Manager of any payment that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such Owner's entire Common Expense Share amount. All records and accounts maintained by the Manager which relate to the Common Expenses shall be open to examination by any Owner on at least ten (10) days' prior written notice to the Manager.

(b) **Certain Obligations and Rights.** The obligations of each Owner for the payment or reimbursement of Common Expenses, and for all other provisions of this Agreement are the personal obligations of such Owner and may be enforced by the Manager. No Owner may avoid or diminish the personal nature of such obligations by abandonment of such Owner's Lot or by waiver of any of the services provided for in this Agreement. Suit to recover a money judgment for any amount due may be maintained by the Manager. All remedies set forth in this Agreement are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Agreement and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

(c) **Temporary Suspension of Common Expense Obligation.** The Owners of Lots shall be exempt from paying their applicable Common Expense Share until the earlier of the completion and receipt of a certificate of occupancy of a residence.

5. **Enforcement.** The restrictions, covenants, and obligations in this Agreement are for the benefit of each Owner and they shall inure to and pass with every Lot and shall run with the land and shall apply to and bind the respective successors in interest. Each Owner by acceptance of a deed to a Lot, whether it shall be so expressed in such deed, is deemed to have accepted all the restrictions, covenants and obligations in this Agreement and agrees to contribute the Owner's proportional share of the Common Expenses. Each Owner hereby agrees that such Common Expense costs shall be a charge on the land and shall be a continuing lien upon the Lot of any Owner who has failed to contribute its proportional share of the Common Expense costs. The Manager shall be entitled to record a lien against a delinquent Owner's Lot if such Owner fails to pay its Common Expense Share, and may also restrict an Owner's use of the Community Amenities during any time that such Owner's Common Expense Share remains past due and outstanding. The Manager shall be entitled to pursue its lien rights to the fullest extent permitted by law, which lien shall include all interest, late fees, attorney fees, and other costs of collection. This lien right against all Lots within the Project shall arise and be perfected as of the date of the recording of this Agreement. Each Owner's Common Expense Share shall also be the obligation of the person who was the Owner of such Lot at the time when the Common Expense occurred. The Manager shall also have the right to pursue a legal action for a money judgement to personally recover from

delinquent Lot Owners to the fullest extent permitted by law. In the event of default, all residents or occupants of the defaulting Owner's Lot(s) shall immediately lose all access and use rights to the Community Amenities.

6. Indemnification. Each Owner shall indemnify, defend and hold harmless the Manager and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character, which are caused by such Owner's negligent or willful acts or omissions, or through the use or release of any hazardous substances, pollutants, or contaminants on any Lot by the indemnifying Owner, or any person leasing or occupying the Lot owned by such indemnifying Owner, or by any agent, employee, contractor, invitee or licensee of the indemnifying Owner.

7. Restriction on Use. No Owner or their permitted users shall place any obstruction on the Community Amenities parcels whatsoever without the written permission of the Manager.

8. Covenants to Run with Land. This Agreement shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of the Manager, each Owner, any other party holding any interest in any Lot, any party holding an interest in the Community Amenities, and their respective successors and assigns. This Agreement shall be binding on each Lot, and all interests in each Lot shall be subject to this Agreement. By any way coming to have any interest in or occupying any Lot, the person so coming to have such interest or occupying agrees to be bound by this Agreement; provided, however, that no such person shall have personal liability under this Agreement for any acts committed prior to the time such person became an Owner.

9. Joint and Several Liability of Owner and Future Owners. The Owner and any future Owners of a Lot are jointly and severally liable for all Common Expenses accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Common Expenses accruing after the person has lawfully transferred the Lot to another Owner. The recording of a deed to a person that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. The obligation in this Section is separate and distinct from any lien rights associated with the Lot. Roam Townhouse Association (or any successor association governing the single-family Lots) shall be jointly and severally liable for the Common Expense Share of all Lots governed by its declaration of covenants, conditions and restrictions.

10. No Merger. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that one or more Lots may be owned by the same person(s) or entity(ies) from time to time, it being the intention of this Agreement to create a common scheme for the management of the Community Amenities which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

11. Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Agreement shall be deemed to have been properly furnished if personally delivered in writing, emailed, or if mailed, postage prepaid, to the address provided to the Manager by such Owner. If no email or mailing address is provided, then notice shall be effective if delivery is made to the latest email or mailing address for such Person appearing in the records of the Morgan County Recorder at the time notice is sent.

12. Attorney Fees. If any action is brought because of a default under, or to enforce or interpret this Agreement, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorney fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

13. Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

14. Amendment. This Agreement may be amended or terminated only by an instrument recorded in the official records of Morgan County which is executed by the Manager and at least sixty-seven percent (67%) of the Allocable Shares of the Lot Owners. Any amendment(s) shall be effective as of the recording date. The term of this Agreement will begin on the date it is recorded in the office of the Morgan County Recorder and shall continue in full force and effect in perpetuity, or until amended or terminated pursuant to the terms set forth herein.

15. No Public Dedication. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the Community Amenities or the easements created hereby.

16. Non-Use. No obligation arising out of this Agreement, or right granted under this Agreement shall lapse because of non-use by a Party or its members.

17. Waiver. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

18. Governing Law. This Agreement shall be construed pursuant to the laws of the State of Utah.

19. Recording. This Agreement shall be recorded in the official records of Morgan County, Utah.

* * * *

[Signature Pages Follow]

IN WITNESS WHEREOF, Roam Townhome Owners Association, Inc., a Utah nonprofit corporation, consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 30 day of January, 2023.

Roam Townhome Owners Association, Inc.,
a Utah nonprofit corporation

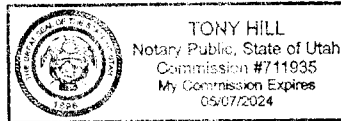
By: CW Roam, LLC,
a Utah limited liability company
Its: Declarant

By: *Darlene Carter*
Name: DARLENE CARTER
Its: MANAGER

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 30 day of January, 2023, personally appeared before me DARLENE CARTER who by me being duly sworn, did say that she/he is the MANAGER of CW Roam, LLC, a Utah limited liability company, the declarant of Roam Townhome Owners Association, Inc., a Utah nonprofit corporation, and that the foregoing instrument is signed on behalf of said nonprofit corporation and executed with all necessary authority.

Witness my hand and official seal.



Tony Hill
(Notary Public)

(Seal)

IN WITNESS WHEREOF, the Roam Owners Association, Inc., a Utah nonprofit corporation as the Manager and on behalf of its members consents to the terms, restrictions and obligations of this Agreement.

DATED as of the 30 day of January, 2023.

Roam Owners Association, Inc.,
a Utah nonprofit corporation

By: CW Land Co., LLC,
a Utah limited liability company
Its: Declarant

By: *[Signature]*
Name: DARLENE CARTER
Its: MANAGER

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 30 day of January, 2023, personally appeared before me DARLENE CARTER who by me being duly sworn, did say that she/he is the MANAGER of CW Land Co., LLC, a Utah limited liability company, the declarant of Roam Townhome Owners Association, Inc., a Utah nonprofit corporation, and that the foregoing instrument is signed on behalf of said nonprofit corporation and executed with all necessary authority.

Witness my hand and official seal.



[Signature]
(Notary Public)

(Seal)

**EXHIBIT A
LEGAL DESCRIPTION**

Single-Family Association Area

ALL OF LOTS 101 THROUGH 137, INCLUSIVE, AND ALL OPEN SPACE AREAS CONTAINED WITHIN THE ROAM PHASE 1A SINGLE FAMILY, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED OCTOBER 25, 2022, IN BOOK 396 ON PAGES 50 THROUGH 52 IN THE OFFICE OF THE MORGAN COUNTY RECORDER.

Parcel No(s): 00-0090-7101 through 00-0090-7140

Serial Number(s): 09-ROAMSFRIA-0101 through 09-ROAMSFRIA-0137, and 09-ROAMSFRIA-A through 09-ROAMSFRIA-C (for reference purposes only)

Townhome Association Area

ALL OF LOTS 138 THROUGH 197, INCLUSIVE, ALL PRIVATE ROADWAYS, ALL PRIVATE ALLEYS, ALL OPEN SPACE AREAS, AND ALL LIMITED COMMON AREAS CONTAINED WITHIN THE ROAM PHASE 1 TOWNHOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 23, 2022, IN BOOK 392 ON PAGES 163 THROUGH 168 IN THE OFFICE OF THE MORGAN COUNTY RECORDER.

Parcel Number(s): 00-0090-3229 through 00-0090-3288; 00-0089-0845; and 00-0089-0875

Serial Number(s): 09-ROAMTWN1-0138—09-ROAMTWN1-0197; 09-005-044-02-1-4-1; and 10-005-044-02-1-4-1