



W3377414

WHEN RECORDED MAIL TO:

Midtown Village Master Owners Association
1351 S. Gateway Park Place #D100
Draper, Utah 84020
Attn: John Upchurch

File No.: 179747-DMP

E# 3377414 PG 1 OF 26
B. Rahimzadegan, WEBER COUNTY RECORDER
18-Jul-25 03:23 PM FEE \$40.00 DEP SD
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN VILLAGE

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In Reference to Tax ID Number(s):

02-088-0001 through 02-088-0072, inclusive

WHEN RECORDED, RETURN TO:

Midtown Village Master Owners Association
 12351 South Gateway Park Place, Suite D-100
 Draper, Utah 84020
 Attention: John Upchurch

**MASTER DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR MIDTOWN VILLAGE**

This Master Declaration of Covenants, Conditions and Restrictions for Midtown Village (this "**Master Declaration**") is executed this 9th day of June, 2025 by and between D.R. HORTON, INC., a Delaware corporation ("**Horton**"), MIDTOWN VILLAGE MASTER OWNERS ASSOCIATION, a Utah nonprofit corporation (the "**Master Association**"), HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company ("**Heritage**"), MIDTOWN VILLAGE TOWNHOMES OWNERS ASSOCIATION, a Utah nonprofit corporation (the "**Townhomes Association**"), and MIDTOWN VILLAGE MIXED-USE OWNERS ASSOCIATION, a Utah nonprofit corporation (the "**Mixed-Use Association**"). Horton, Heritage, the Master Association, the Townhomes Association and the Mixed-Use Association are sometimes referred to herein collectively as the "**Parties**" or separately as a "**Party**."

RECITALS

A. The Midtown Village 1st Amendment Plat Amending Midtown Village Plat (the "**Plat**"), was recorded in the Office of the Recorder of Weber County, Utah on March 17, 2025, as Entry No. 3361436 in Book 99 at Page 15. Attached hereto as Exhibit "A" is a copy of the Plat. The Plat pertains to and affects that certain real property (the "**Property**") described on Exhibit "B" attached hereto. The Plat identifies the location thereon of 68 residential townhome units (the "**Townhome Units**"), identified as Units 101 through 168, inclusive. The Plat identifies the location thereon of a mixed-use building (the "**Mixed-Use Building**") identified as Building 170. The Plat identifies thereon the location thereon of a commercial retail building identified as Building 169 (the "**Commercial Building**").

B. As of the date of this Master Declaration, Horton owns or has the contractual right to acquire all 68 Townhome Units.

C. As of the date of this Master Declaration, Heritage is the owner of the Commercial Building and also the Mixed-Use Building.

D. The Declaration of Covenants, Conditions and Restrictions for Midtown Village Townhomes dated June _____, 2025 (the "**Townhomes Declaration**") was recorded in the Office of the Recorder of Weber County, Utah on June 18th, 2025, as Entry No. 3377406. The Townhomes Declaration pertains to and affects those certain Townhome Units together with the private roads and common areas adjoining the Townhome Units, as identified on the Plat, which are acquired by Horton and are subjected to the terms and

conditions of the Townhome Declaration. That portion of the real property identified on the Plat that is subjected from time to time to the Townhomes Declaration shall be referred to in this Master Declaration as the **"Townhomes Parcel."**

E. The Parties acknowledge and agree that as of the date this Master Declaration is executed by all of the Parties, Horton is the owner of the 24 Townhome Units identified as Units 101 through 119, inclusive, and Units 164 through 168, inclusive (the **"Horton Townhome Units"**) and that Heritage is the owner of the remaining Townhome Units (the **"Heritage Townhome Units"**). Horton has the contractual right to acquire from Heritage the Heritage Townhome Units. If Horton acquires from Heritage subsequent to the date of this Master Declaration all or any portion of the Heritage Townhome Units, then such additional Townhome Units acquired by Horton shall be deemed to be part of the Horton Townhome Units. All of the Horton Townhome Units and the appurtenant common areas and limited common areas, together with all other improvements located on the Townhomes Parcel and governed by the Townhomes Declaration are collectively referred to herein as the **"Townhomes Project."**

F. The Townhomes Association serves as the owners association for the Townhomes Project.

G. The Declaration of Condominium for the Midtown Village Mixed Use Building dated June 18, 2025 (the **"Mixed-Use Declaration"**) was recorded in the Office of the Recorder of Weber County, Utah on June 18, 2025 as Entry No. 3377407. The Mixed-Use Declaration pertains to and affects that certain real property located in Weber County, Utah more particularly identified on the Plat as Building 170 together with the common areas and facilities, including parking areas, appurtenant thereto (the **"Mixed-Use Parcel"**).

H. All of the condominium units and the appurtenant common areas and facilities, together with all other improvements located on the Mixed-Use Parcel and governed by the Mixed-Use Declaration are collectively referred to herein as the **"Mixed-Use Project."**

I. The Mixed-Use Association serves as the owners association for the Mixed-Use Project.

J. As of the date of this Master Declaration, Horton is the owner of all of the Horton Townhome Units and the appurtenant common areas and limited common areas within the Townhome Project, and Heritage is the owner of the Heritage Townhome Units and the common areas and limited common areas appurtenant to the Heritage Townhome Units.

K. As of the date of this Master Declaration, Heritage is the owner of all of the condominium units and the appurtenant common areas and limited common areas within the Mixed-Use Project.

L. As of the date of this Master Declaration, Heritage is the owner of the Commercial Building identified on the Plat as Building 169, together with all of the common areas and parking areas identified on the Plat that are not part of the Townhomes Project and that are not part of the Mixed-Use Project.

M. Horton and the Townhomes Association, with respect to and on behalf of the Townhomes Project, and Heritage with respect to the Heritage Townhome Units, and Heritage and the Mixed-Use Association, with respect to and on behalf of the Mixed-Use Project, and Heritage, with respect to and on behalf of the Commercial Building, desire for all of the common areas and private roads located on the property identified on the Plat, other than the limited common areas appurtenant to the Townhome Units, and other than the portions of the property identified on the Plat on which are located the buildings constituting Townhome Units 101 through 168, inclusive, Building 169 and Building 170 (collectively referred to herein as the “**Shared Amenities**”), be operated, administered and managed for the mutual benefit of the owners and their respective guests of the Townhomes Project and of the Mixed-Use Project and of the Commercial Building, and they also desire that the owners, residents and guests of the Townhomes Project and of the Mixed-Use Project and of the Commercial Building have certain reciprocal rights of access and use of the Shared Amenities, as set forth in this Master Declaration and subject to the terms, conditions, and limitations set forth in this Master Declaration.

MASTER DECLARATION

NOW THEREFORE, in consideration of the foregoing Recitals and the terms, covenants and conditions set forth herein, Horton, Heritage, the Townhomes Association, the Mixed-Use Association and the Master Association hereby covenant and agree as follows:

1. **Ownership of the Master Association.** The Master Association shall be owned by the Townhomes Association, by the Mixed-Use Association, and by the then-current owner of the Commercial Building (collectively referred to herein sometimes as the “**Owners**”). The Townhomes Association shall own a sixty percent (60%) interest in the Master Association. The Mixed-Use Association shall own a twenty percent (20%) interest in the Master Association, and the then-current owner of the Commercial Building shall own a twenty percent (20%) interest in the Master Association. None of the Owners shall have the right to transfer, assign or sell their respective ownership interest in the Master Association except that a transfer of title to the Commercial Building will automatically include the associated ownership interest in the Master Association. The Master Association shall not be dissolved without the unanimous approval and consent of the Owners. This Master Declaration shall not be amended or terminated without the unanimous consent and approval of the Owners and of the Master Association.

2. **Board of Directors and Bylaws of the Master Association.** The administration of the affairs of the Master Association shall be conducted by a Board of Directors (the “**Board**”) consisting of five (5) natural persons as provided in the Bylaws of the Master Association (the “**Bylaws**”). A copy of the Bylaws is attached to this Master Declaration as Exhibit “C.” At all times during the existence of the Master Association, the Townhomes Association shall have the right to designate, remove and change from time to time three (3) of the five (5) natural persons who shall serve as members of the Board, and the Mixed-Use Association shall have the right to designate, remove and change from time to time one (1) of the five (5) natural persons who shall serve as members of the Board, and the then-current owner of the Commercial Building shall have the right to designate, remove and change from time to time one (1) of the five (5) natural persons who shall serve as members of the Board.

(a) Except as otherwise provided herein, the Board shall have all the power, authority, duties and responsibilities as are now or may hereafter be provided in this Master Declaration and the Bylaws, including but not limited to the power and authority to perform the following:

(i) to make and enforce all rules and regulations covering the operation and maintenance of the Shared Amenities;

(ii) to engage the services of the Management Company, as defined in Section 10 of this Master Declaration, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation for their services, as authorized by the Board;

(iii) to operate, maintain, repair, improve and replace the Shared Amenities;

(iv) to prepare the Budget for the approval of the Owners and to pay the Master Association Expenses as set forth in Section 9 of this Master Declaration;

(v) to assess and collect the proportionate share of the Master Association Expenses from the Townhomes Association, from the Mixed-Use Association, and from the then-current owner of the Commercial Building, as provided in Section 9 of this Master Declaration;

(vi) to enter into contracts and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers of the Master Association;

(vii) to open bank accounts on behalf of the Master Association and to designate the signatories therefor;

(viii) to bring, prosecute and settle litigation for the Master Association, as authorized and directed by the Owners;

(ix) to obtain and maintain in effect for the Master Association the types of insurance which the Master Association is authorized to obtain pursuant to the terms of this Master Declaration;

(x) to repair or restore the Shared Amenities following any damage or destruction thereof as authorized by the Owners;

(xi) to own, purchase or lease, hold and sell or otherwise dispose of items of personal property necessary to or convenient to the management of the business and affairs of the Master Association and to the operation by the Master Association of the Shared Amenities, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies; and

(xii) to keep adequate books and records and to implement the policies and procedures for the inspection of the books and records of the Master Association by the Owners in accordance with the terms of the Bylaws. The Master Association and the Board shall make available to the Owners books, records and financial statements of the Master Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances upon prior appointment.

(b) The Board may delegate by written agreement to the Management Company, as defined in and selected pursuant to Section 10 of this Master Declaration, any or all of the powers, duties and responsibilities of the Board and of the Master Association referred to in this Master Declaration.

(c) Members of the Board, the officers and any assistant officers, agents and employees of the Master Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to the Owners or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Master Association in their capacity as such; (iii) shall have no personal liability in tort to the Owners or any other person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful or wanton misconduct or gross negligence, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Shared Amenities, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

(d) When a member of the Board is sued for liability for actions undertaken in his or her role as a member of the Board, the Master Association shall indemnify him or her for his or her losses or claims, and the Master Association shall undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof, the Master Association is no longer liable for the cost of defense, and the Master Association may recover from such member of the Board costs already expended on behalf of such member of the Board who so acted with willful or wanton misconduct or with gross negligence. Members of the Board are not personally liable to the victims of crimes occurring upon or within the Shared Amenities, the Townhomes Project, the Mixed-Use Project or the Commercial Building. Punitive damages may not be recovered against the Master Association but may be recovered from persons whose activity gave rise to the damages.

(e) Neither the Board nor the Management Company shall have any authority to sell all or any portion of the Shared Amenities.

(f) The Master Association acting through the Board may enter into a contract with the Management Company for the management of the Shared Amenities which complies with the requirements of this Master Declaration. The Management Company so engaged shall be responsible for managing the Shared Amenities for the benefit of the Master Association and the Owners. The Management Company shall, to the extent permitted by law and by the terms of the contract with the Master Association, be authorized to perform any of the functions or acts required to be performed by the Master Association itself pursuant to this Master Declaration.

(g) The Board of the Master Association shall have the right to adopt and amend from time to time rules and regulations pertaining to the use of the Shared Amenities by any and all persons as provided in the Bylaws of the Master Association, and the Master Association shall have the right and the obligation to enforce all such rules and regulations adopted by the Board.

3. Limitation on the Liability of the Master Association. NOTWITHSTANDING THE DUTY OF THE MASTER ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE SHARED AMENITIES, AND EXCEPT TO THE EXTENT COVERED BY ANY INSURANCE POLICIES OBTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE BUDGET, THE MASTER ASSOCIATION SHALL NOT BE LIABLE TO THE OWNERS FOR INJURY OR DAMAGE CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE SHARED AMENITIES TO BE MAINTAINED AND REPAIRED BY THE MASTER ASSOCIATION, OR CAUSED BY THE ELEMENTS, BY THE OWNERS OR BY OTHER PERSONS.

4. Shared Amenities.

(a) For purposes of this Master Declaration, the Parties hereto acknowledge and agree that the culinary water service that shall be available for the Townhomes Project, the Mixed-Use Project and the Commercial Building, including all portions of the property identified on the Plat (collectively referred to herein as the “**Midtown Village Project**”) shall be provided through a single culinary water meter (the “**Culinary Water Meter**”). The Master Association shall be identified as the responsible party to receive from the provider of the culinary water service the periodic billings for the culinary water service that flows through the Culinary Water Meter for all of the Midtown Village Project. For purposes of allocating the cost for culinary water service within the Midtown Village Project pursuant to the Budget between the Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building, such costs shall be allocated to all units within the Midtown Village Project, regardless of the use of such units as either residential units or commercial units or different portions of the Commercial Building that are occupied and used by separate tenants, based on the actual number of faucets and taps located in each such unit or in each such portion of the Commercial Building. The Parties shall be obligated to cooperate in good faith with each other in order to provide accurate information, which shall be updated from time to time as it changes, with respect to the number of culinary water faucets and taps located within the Townhomes Project, the Mixed-Use Project and the Commercial Building. The Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building shall be responsible to pay on a timely basis their allocated portions of the charges for culinary water service as described herein.

(b) The secondary water service that shall be available to the Midtown Village Project shall be provided to the entire Midtown Village Project through a single secondary water meter. The Master Association shall be the designated party to receive the periodic billing statements for secondary water service for the Midtown Village Project. Each of the billings and charges for the secondary water service shall be allocated as follows: 75% to the Townhomes Association, 15% to the Mixed-Use Association, and 10% to the then-current owner of the Commercial Building. The Townhomes Association, the Mixed-Use Association and the the-

current owner of the Commercial Building shall be responsible to pay on a timely basis their allocated portions of the charges for secondary water service as described herein.

(c) The Shared Amenities shall include all the landscaped areas within the Midtown Village Project, including all detention basins, grass areas and other landscaped areas as determined from time to time by the Board of the Master Association. The Shared Amenities shall include the fire pits, patios, sidewalks, drainage areas for Mill Creek and all of the portions of the Midtown Village Project identified from time to time by the Board of the Master Association, and the Budget shall include all costs and expenses incurred to operate, maintain, repair and replace from time to time all such Shared Amenities, which shall include snow removal services for the appropriate portions of the Shared Amenities when necessary.

(d) Notwithstanding any other provision in this Master Declaration to the contrary, the Parties hereby acknowledge and agree that the right to use the thirteen (13) covered parking spaces located adjacent to Building 170 shall be restricted to the owners of the residential condominium units located within the Mixed-Use Building, and the Mixed-Use Association shall be responsible to repair, maintain and replace from time to time the coverings over the 13 covered parking spaces. However, the asphalt surface of the parking area for all 13 covered parking spaces shall constitute a part of the Shared Amenities.

5. Townhomes Project License. Horton and the Townhomes Association, with respect to the Horton Townhome Units, and Heritage, with respect to the Heritage Townhome Units, hereby establish and create a nonexclusive license (the "**Townhomes Project License**") in favor of and for the benefit of the then-current owner of the Commercial Building, as such exists from time to time, and for the benefit of Heritage and of the Mixed-Use Association, and through them for the benefit of the owners, renters and guests of any portion of the Commercial Building and of units within the Mixed-Use Project, pursuant to which the then-current owner of the Commercial Building and the Mixed-Use Association shall have the right of pedestrian ingress and egress, together with the right to use and enjoy the portions of the Shared Amenities located within the Townhomes Project which are available for the use and enjoyment of the owners, renters and guests of the residential units within the Townhomes Project, and which use and enjoyment by the owners, renters and guests of any portion of the Commercial Building and of units within the Mixed-Use Project shall be subject to all of the rules and regulations established and modified from time to time by Horton and/or the Townhome Association pertaining to the Townhomes Project License. In the event Horton acquires from Heritage all or any portion of the Heritage Townhome Units subsequent to the date of this Master Declaration, then the Parties shall execute and cause to be recorded an amendment to this Master Declaration to evidence the acquisition by Horton of any such Heritage Townhome Units.

6. Mixed-Use Project License. Heritage and the Mixed-Use Association hereby establish and create a nonexclusive license (the "**Mixed-Use Project License**") in favor of and for the benefit of Horton (so long as Horton owns any Townhome Unit) and the Townhomes Association, and for the benefit of the then-current owner of the Commercial Building, and through them for the benefit of the owners, renters and guests of residential units within the Townhomes Project, and the owners, renters and guests of any portion of the Commercial Building, pursuant to which Horton (so long as Horton owns any Townhome Unit) and the Townhomes Association and the owners, renters and guests of any portion of the Commercial

Building shall have the right of pedestrian ingress and egress, together with the right to use and enjoy the portions of the Shared Amenities located within the Mixed-Use Project which are available for the use and enjoyment of the owners, renters and guests of any portion of the Mixed-Use Project, and which use and enjoyment by the owners, renters and guests of residential units within the Townhomes Project and the owners, renters and guests of any portion of the Commercial Building shall be subject to all of the rules and regulations established and modified from time to time by the Mixed-Use Association pertaining to the Mixed-Use Project License.

7. Commercial Building License. Heritage, as the current owner of the Commercial Building, hereby establishes and creates a nonexclusive license (the “**Commercial Building License**”) in favor of and for the benefit of Horton (so long as Horton owns any Townhome Unit) and the Townhomes Association, and for the benefit of Heritage and the Mixed-Use Association, and through them for the benefit of the owners, renters and guests of residential units within the Townhomes Project, and the owners, renters and guests of units within the Mixed-Use Project, pursuant to which Horton (so long as Horton owns any Townhome Unit) and the Townhomes Association and the Mixed-Use Association shall have the right of pedestrian ingress and egress, together with the right to use and enjoy the portions of the Shared Amenities located adjacent to the Commercial Building which are available for the use and enjoyment of the owners, renters and guests of the Commercial Building, and which use and enjoyment by the owners, renters and guests of residential units within the Townhomes Project and of units within the Mixed-Use Project shall be subject to all of the rules and regulations established and modified from time to time by the then-current owner of the Commercial Building pertaining to the Commercial Building License.

8. Maintenance and Repair Obligations of the Master Association. Unless otherwise agreed by the Owners as reflected in the annual approval by the Owners of the Budget, the Master Association shall have the obligation to maintain and repair all Shared Amenities.

9. The Budget. With the assistance of the Management Company defined in Section 10 below, no later than October 1 of each calendar year the Board of the Master Association shall prepare and present to the Owners a proposed budget for the subsequent calendar year (the “**Budget**”) that will include all the costs and expenses to be incurred by the Master Association pursuant to the terms of this Master Declaration (the “**Master Association Expenses**”). In order for the Budget to be deemed approved, all of the Owners must approve the Budget. If for any reason a new Budget is not approved by the Owners, then the most recently approved Budget will remain in place. Once the Budget is approved, the total amount of the Budget shall then be allocated between the Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building. The percentage of the Budget allocated to the Townhomes Association shall be 75%; the percentage of the Budget allocated to the Mixed-Use Association shall be 15%, and the percentage of the Budget allocated to the then-current owner of the Commercial Building shall be 10%. The Townhomes Association and the Mixed-Use Association shall each have the responsibility to include their respective allocated portion of the Budget within the total budget for each such Association that is utilized for levying assessments to the respective owners within each such Association. The Townhomes Association and the Mixed-Use Association shall each be responsible to assess and collect from the respective owners within each such Association and to pay to the Master Association the full amount of the portion of the Budget allocated to the Townhomes Association and to the Mixed-

Use Association, which shall be payable each calendar year in four (4) equal quarterly installments. The then-current owner of the Commercial Building shall be responsible to pay directly to the Master Association the portion of the Budget allocated to the then-current owner of the Commercial Building, which shall be payable each calendar year in four (4) equal quarterly installments. To the extent the actual Master Association Expenses incurred each calendar year to perform the duties and obligations of the Master Association as set forth in this Master Declaration exceed the amounts allocated for the Master Association Expenses within the Budget for such calendar year, then the Townhomes Association and the Mixed-Use Association shall each be responsible to assess and collect from their respective owners their respective shares of any such shortfall and to pay to the Master Association the amount of any such shortfall promptly, and the then-current owner of the Commercial Building shall be responsible to pay to the Master Association such owner's share of any such shortfall promptly. To the extent that the amounts paid by the Townhomes Association, by the Mixed-Use Association and by the then-current owner of the Commercial Building during any calendar year for the Master Association Expenses exceed the amounts actually incurred for Master Association Expenses during such calendar year, then such excess amounts shall be carried forward and shall be applied to the Master Association Expenses to be allocated between the Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building under the Budget for the subsequent calendar year.

10. Management Company. The Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building shall negotiate in good faith to select a professional management company (the "**Management Company**") that is mutually acceptable to the Townhomes Association and to the Mixed-Use Association and to the then-current owner of the Commercial Building to perform the duties allocated to the Management Company by the Board pursuant to this Master Declaration.

11. Effective Date of Master Declaration. This Master Declaration shall become effective upon the execution hereof by all Parties.

12. Term of This Master Declaration. The term (the "**Term**") of this Master Declaration shall be perpetual, unless this Master Declaration is terminated by the mutual written agreement of the Townhomes Association, the Mixed-Use Association, and the then-current owner of the Commercial Building.

13. No Third Party Beneficiaries. This Master Declaration is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other persons, including without limitation, any consultants, contractors or subcontractors, shall have any third party beneficiary rights, express or implied, by virtue of the Parties executing this Master Declaration. Only the Townhomes Association shall have the right to enforce the terms of this Master Declaration on behalf of and for the benefit of the owners, renters and guests of the Townhome Units within the Townhomes Project, and no such owners of Townhome Units within the Townhomes Project shall have any rights under this Master Declaration nor any standing to enforce the terms of this Master Declaration. Only the Mixed-Use Association shall have the right to enforce the terms of this Master Declaration on behalf of and for the benefit of the owners, renters and guests of the units within the Mixed-Use Project, and no such owners of units within the Mixed-Use Project shall have any rights under this Master Declaration nor any

standing to enforce the terms of this Master Declaration. Only the then-current owner of the Commercial Building shall have the right to enforce the terms of this Master Declaration on behalf of and for the benefit of the renters and guests of any portion of the Commercial Building, and no such renters and guests of any portion of the Commercial Building shall have any rights under this Master Declaration nor any standing to enforce the terms of this Master Declaration.

14. No Partnership. Nothing contained in this Master Declaration shall be deemed to make the Parties hereto joint venturers or partners or to create any relationship of principal and agent, but rather the relationship of the Parties hereto shall be that of separate independent Parties, and no Party shall have any authority, express or implied, to commit or bind the other Parties without such Party's written consent. This Master Declaration is not intended to create a partnership or joint venture among the Parties hereto under Utah law or for state or federal income tax purposes, and this Master Declaration shall not be so construed. Each Party hereto hereby renounces the existence of any form of agency relationship, joint venture or partnership between the Parties hereto, and nothing herein shall be construed as creating such relationship between the Parties hereto.

15. Governing Law. This Master Declaration is entered into and shall be construed and interpreted in accordance with the laws of the State of Utah.

16. Entire Agreement. This Master Declaration contains the entire understanding between the Parties relating to the formation and operation of the Master Association contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Master Declaration may be amended, waived, or added except by an instrument in writing signed by the Owners.

17. Incorporation of Exhibits. All Exhibits referred in this Master Declaration are incorporated herein by reference.

18. Attorneys Fees. In the event any Party to this Master Declaration commences arbitration or litigation of any nature pertaining to an alleged breach of this Master Declaration by any Party or Parties, the prevailing Party or Parties shall be entitled to a judgment against the defaulting Party or Parties for an amount equal to reasonable attorneys fees and court costs incurred by the prevailing Party or Parties in such arbitration or litigation.

19. Amendment and Consents. No amendment, modification, supplement, termination or waiver of any provision of this Master Declaration shall be effective, unless executed in writing by the Owners and then only in the specified instance and for the specific purpose set forth in such document.

20. Notice. Any notice, payment or instrument required or permitted by this Master Declaration to be delivered to any Party hereto shall be deemed to have been received when personally delivered to that Party or seventy-two (72) hours following the deposit of the same in any United States Post Office, first class, postage prepaid, return receipt requested, or by fax or e-mail with successful delivery confirmation, addressed as follows:

Horton:

D.R. Horton, Inc.

12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attention: Mike De Carlo

Heritage: Heritage Lands Holdings, LLC
 470 North 2450 West
 Tremonton, UT 84337

The Townhomes Association: Midtown Village Townhomes Owners
 Association
 12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attention: John Upchurch

The Mixed-Use Association: Midtown Village Condominiums Owners
 Association
 470 North 2450 West
 Tremonton, UT 84337

The Master Association: Midtown Village Master Owners Association
 12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attention: John Upchurch

Notice of change of address by any Party shall be given by written notice in the manner set forth in this Section.

21. Covenants Running With Land/Successor of Interest. This Master Declaration and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Master Declaration have been succeeded by another entity, and all rights and obligations of the Parties signatory to this Master Declaration shall be vested in and binding on their successors in interest. The rights and obligations established under this Master Declaration shall constitute covenants that shall run with the land and shall benefit and shall be binding upon those persons or entities having any right, title, or interest in and to either the Townhomes Parcel, the Mixed-Use Parcel or the Commercial Building, respectively, and their respective heirs, successors and assigns. By acceptance of a deed of conveyance or any other instrument granting an interest in any portion of either the Townhomes Parcel, the Mixed-Use Parcel or the Commercial Building, including without limitation any lot or unit within any such property, each grantee or transferee, including mortgagees taking by foreclosure, consents and agrees to be so bound. Recordation of a deed or other instrument granting an interest shall be conclusive evidence of such acceptance. Without limiting any of the foregoing, all of the rights of Horton and of Heritage, respectively, arising under this Agreement are tied to the ownership of their respective property interests. At any time that Horton no longer owns any Townhome Unit, all rights and obligations of Horton under this Agreement will terminate. Likewise, at any time that Heritage no longer owns an interest in the Mixed-Use Building or the Commercial Building, all rights and obligations of Heritage under this Agreement will terminate. However, all such rights

and obligations of Horton and of Heritage will survive as covenants running with the land and shall be binding on their respective successors in interest.

22. Severability. If any portion of this Master Declaration is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Master Declaration, and the remaining parts hereof shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Master Declaration.

IN WITNESS WHEREOF, Horton, Heritage, the Townhomes Association, the Mixed-Use Association and the Master Association have caused this Master Declaration to be executed by officers duly authorized to execute the same as of the dates set forth below.

[Remainder of Page Left Intentionally Blank]

D.R. HORTON, INC.,
a Delaware corporation

By: 

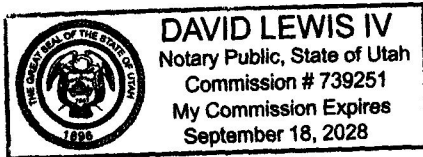
Name: Jonathan S. Thornley

Title: DVP of City Operations

Date of Execution: June 9, 2025


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

The foregoing instrument was acknowledged before me this 9 day of June, 2025, by Jonathan S. Thornley, in such person's capacity as the DVP of City Operations of D.R. Horton, Inc., a Delaware corporation.




David Lewis IV
Notary Public

HERITAGE LAND HOLDINGS, LLC,
a Utah limited liability company

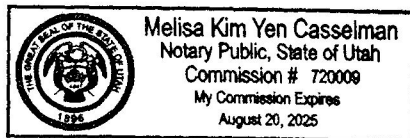
By: 
Name: L Boyd Cook
Title: President
Date of Execution: June 9, 2025

STATE OF UTAH)
 : ss.
COUNTY OF Box Elder)


The foregoing instrument was acknowledged before me this 9th day of June, 2025, by L Boyd Cook in such person's capacity as the CFO / President of HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company.



Notary Public

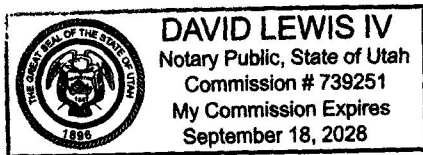


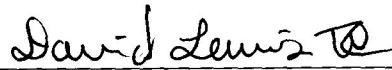
**MIDTOWN VILLAGE TOWNHOMES
OWNERS ASSOCIATION,**
a Utah nonprofit corporation

By: 
Name: JOHN Upchurch
Title: President
Date of Execution: June 9, 2025


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

The foregoing instrument was acknowledged before me this 9 day of June, 2025, by John Upchurch, in such person's capacity as the President of Midtown Village Townhomes Owners Association, a Utah nonprofit corporation.




Notary Public

**MIDTOWN VILLAGE MIXED-USE OWNERS
ASSOCIATION,**
a Utah nonprofit corporation

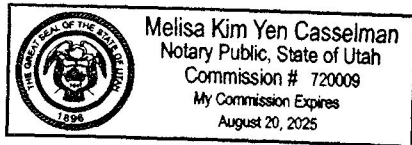
By: 
Name: L. Boyd Cook
Title: President
Date of Execution: June 9, 2025

STATE OF UTAH)
 : ss.
COUNTY OF Box Elder)


The foregoing instrument was acknowledged before me this 9th day of June, 2025 by L. Boyd Cook, in such person's capacity as the CEO of MIDTOWN VILLAGE MIXED-USE OWNERS ASSOCIATION, a Utah nonprofit corporation.



Notary Public

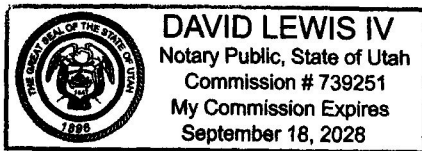


**MIDTOWN VILLAGE MASTER OWNERS
ASSOCIATION,**
a Utah nonprofit corporation

By: 
Name: John Upchurch
Title: President
Date of Execution: June 9, 2025

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

The foregoing instrument was acknowledged before me this 9 day of June, 2025, by John Upchurch, in such person's capacity as the President of MIDTOWN VILLAGE MASTER OWNERS ASSOCIATION, a Utah nonprofit corporation.



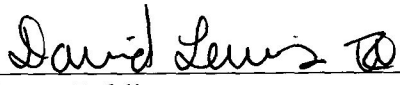

Notary Public

EXHIBIT "B"**Legal Description of the Property**

The Property consists of that certain parcel of real property located in Weber County, State of Utah, which is more particularly described as follows:

PART OF LOT 3, BLOCK 66, PLAT "C", OGDEN CITY SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 14TH STREET, SAID POINT BEING S00°58'00"W 29.70 FEET FROM THE NORTHEAST CORNER OF LOT 3, BLOCK 66, PLAT "C" AND SAID POINT ALSO BEING S00°58'00"W 21.30 FEET AND S89°02'00"E 66.00 FEET FROM A FOUND OGDEN CITY CENTERLINE MONUMENT IN THE INTERSECTION OF 14TH STREET AND WASHINGTON BOULEVARD (SAID MONUMENT BEING N00°58'00"E 540.39 FEET FROM A FOUND OGDEN CITY CENTERLINE MONUMENT IN THE INTERSECTION OF 15TH STREET AND WASHINGTON BOULEVARD); THENCE SOUTH 89°02'00" EAST 524.88 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET; THENCE SOUTH 00°40'31" WEST 128.98 FEET; THENCE SOUTH 01°45'58" WEST 109.89 FEET; THENCE SOUTH 00°32'45" EAST 59.94 FEET; THENCE SOUTH 01°02'47" WEST 93.16 FEET; THENCE NORTH 89°24'41" WEST 80.89 FEET; THENCE NORTH 87°51'09" WEST 81.41 FEET; THENCE SOUTH 87°57'31" WEST 34.19 FEET; THENCE SOUTH 00°31'31" WEST 21.17 FEET; THENCE NORTH 88°06'27" WEST 60.35 FEET; THENCE SOUTH 10°32'27" WEST 3.92 FEET; THENCE NORTH 88°50'25" WEST 268.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOULEVARD; THENCE NORTH 00°58'00" EAST 415.75 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 213,601 SQUARE FEET OR 4.904 ACRES.

EXHIBIT "C"**The Master Association Bylaws**

**BYLAWS
OF
MIDTOWN VILLAGE
MASTER OWNERS ASSOCIATION**

The administration of Midtown Village Master Owners Master Association (the "**Master Association**") shall be governed by the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated) (the "**Nonprofit Corporation Act**"), the Master Declaration of Covenants, Conditions and Restrictions for Midtown Village effective as of June ____, 2025, and recorded in the Office of the Recorder of Weber County, State of Utah (the "**Master Declaration**"), the Articles of Incorporation for Midtown Village Master Owners Master Association (the "**Articles**") and these "**Bylaws**" (as the Master Declaration, the Articles and these Bylaws may from time to time be amended). Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meanings set forth in the Master Declaration. In the event of any conflict between the terms of the Master Declaration and the terms of these Bylaws, the Master Declaration shall govern and control.

1. **BYLAWS APPLICATION.**

All present and future owners, mortgagees, lessees and occupants of the Commercial Building and of units within either the Townhomes Project or the Mixed-Use Project and their employees and guests, and any other persons who may use the facilities of the Townhomes Project or the Mixed-Use Project or the Commercial Building in any manner are subject to the Master Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a townhome unit or a condominium unit or a commercial parcel within any portion of the Midtown Project or the occupancy of any portion of the Midtown Project, shall constitute an agreement that the provisions of the Master Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. **MANAGEMENT COMMITTEE.**

2.1 The management and maintenance of the Shared Amenities with the Midtown Village Project and the administration of the affairs of the Master Association shall be conducted by the Board consisting of five (5) members (the "**Directors**"). At all times during the existence of the Master Association, the Townhomes Association shall have the right to designate, remove and change from time to time three (3) of the five (5) natural persons who shall serve as members of the Board, at all times during the existence of Master Association, and the Mixed-Use Association shall have the right to designate, remove and change from time to time one (1) of the five (5) natural persons who shall serve as members of the Board, and the then-current owner of the Commercial Building shall have the right to designate, remove and change from time to time one (1) of the five (5) natural persons who shall serve as members of the Board. The three (3) initial Directors designated by the Townhomes Association are John R. Upchurch, Mike De Carlo,

and Caleb Kleber. The one (1) initial Director designated by the Mixed-Use Association is Selvoy Fillerup. The one (1) initial Director designated by the owner of the Commercial Building is Clay Jensen.

2.2 Any member of the Board may resign at any time by giving written notice to the President of the Master Association or to the remaining Board members.

2.3 If vacancies shall occur in the Board by reason of the death, resignation or removal of a Board member, the Townhomes Association shall have the right to replace and reappoint its three (3) Directors from time to time and at any time, and the Mixed-Use Association shall have the right to replace and reappoint its one (1) Director from time to time and at any time, and the then-current owner of the Commercial Building shall have the right to replace and reappoint its one (1) Director from time to time and at any time. The Directors appointed by the Townhomes Association, by the Mixed-Use Association, and by the then-current owner of the Commercial Building shall continue to serve until each such Director is removed and replaced by either the Townhomes Association or by the Mixed-Use Association or by the then-current owner of the Commercial Building.

2.4 The members of the Board shall receive no compensation for their services unless expressly approved by the vote or written assent of the Townhomes Association, the Mixed-Use Association and the then-current owner of the Commercial Building, who are sometimes collectively referred to herein as the “**Owners**”; provided, however, that members of the Board shall be reimbursed by the Master Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Board. Any member of the Board may be employed by the Master Association in another capacity and receive compensation for such employment; provided, that such employment shall be approved by vote or in writing by all members of the Board not including the member to be employed.

2.5 The Board, for the benefit of the Townhomes Project, the Mixed-Use Project, the Commercial Building and the Master Association, shall manage the Shared Amenities and enforce the provisions of the Master Declaration, these Bylaws and the rules and regulations governing the Shared Amenities. The Board is authorized to adopt rules and regulations governing the use and operation of the Shared Amenities, which shall become effective ten (10) days after adoption by the Board. The Board shall have the powers, duties and responsibilities with respect to the Shared Amenities as contained in the Master Declaration, the Articles and these Bylaws.

2.6 The meetings of the Board shall be held at least semiannually at such times and places in Salt Lake County or in Weber County, as the Board shall determine. Three (3) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect all of the officers of the Master Association from time to time as deemed necessary by the majority vote of the members of the Board.

2.7 Special meetings of the Board may be called by written notice signed by three (3) members of the Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held at or some reasonable location in Salt Lake County or in Weber County. Written notice of any special meeting shall be

sent to all members of the Board not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

2.8 Notices of all regular Board meetings shall be given in writing to each member of the Board not less than ten (10) days prior to the meeting, provided that this requirement shall not apply to any member of the Board who has signed a waiver of notice or a written consent to the holding of a meeting.

2.9 Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Board members.

2.10 The fiscal year of the Master Association shall be determined by the Board.

2.11 When a member of the Board is sued for liability for actions undertaken in his or her role as a member of the Board, the Master Association shall indemnify him or her for his or her losses or claims and shall undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misconduct or with gross negligence. After such proof, the Master Association is no longer liable for the cost of defense, and the Master Association may recover costs already expended from the member of the Board who so acted. Members of the Board are not personally liable to the victims of crimes occurring upon or within the Shared Amenities, the Townhomes Project, the Mixed-Use Project or the Commercial Building. Punitive damages may not be recovered against the Master Association but may be recovered from persons whose activity gave rise to the damages.

2.12 The Board or the officers appointed thereby may delegate to the Management Company selected by the Owners pursuant to the Master Declaration, or such other persons as the Board may determine, all of the duties and obligations of the Board set forth herein and in the Master Declaration, to the extent such duties and obligations are properly delegable.

2.13 The Board or the officers appointed thereby shall have the right to make whatever tax and other elections which they deem necessary on behalf of the Master Association, including but not limited to, filing as a tax-exempt entity under Section 528 of the Internal Revenue Code.

3. OFFICERS.

3.1 All officers and employees of the Master Association shall serve at the will of the Board. The officers shall be a President, a Vice President, and a Secretary-Treasurer. The Board may appoint additional Vice Presidents and such other assistant officers as the Board may deem necessary. No officer shall be required to be an owner of a Townhomes unit or a Mixed-Use unit or the Commercial Building within the Midtown Project. No officer shall receive compensation for serving as such, unless otherwise determined by the Board. Officers shall be elected, removed and replaced from time to time at the sole discretion of the Board. The Board shall require that officers (and other employees of the Master Association) be subject to fidelity bond coverage.

3.2 The President shall be the chief executive of the Board and shall preside at all meetings of the Master Association and of the Board and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Shared Amenities. He or she shall sign on behalf of the Master Association all contracts to which the Master Association is a party. He or she shall do and perform all acts which the Board may require.

3.3 The Vice President, if any, shall perform the functions of the President in his or her absence or inability to serve.

3.4 The Secretary shall keep minutes of all proceedings of the Board and of the meetings of the Master Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Board. The Secretary may delegate such duties to the Management Company.

3.5 The Treasurer shall be responsible for the fiscal affairs of the Master Association, but the Treasurer may delegate the daily handling of funds and the keeping of records to the Management Company.

3.6 Any officer may prepare, execute, certify and record amendments to the Master Declaration on behalf of the Master Association.

3.7 The initial officers of the Master Association shall be the following persons, and each such person shall hold the office indicated until such person is replaced by the appropriate vote of the Board:

John Upchurch	President
Selvoy Fillerup	Vice President
Clay Jensen	Vice President
Caleb Kleber	Secretary-Treasurer

4. LITIGATION.

4.1 If any action is brought by a member of the Board on behalf of the Master Association, the expenses of suit, including reasonable attorneys' fees, shall be a Master Association Expense. Except as otherwise provided, if any action is brought against the Owners pertaining to the Master Declaration or against the Board or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Master Association Expense.

4.2 Except as otherwise provided by the Utah Nonprofit Corporation Act, any action brought against the Master Association, the Board or the officers, employees or agents thereof, in their respective capacities as such, shall be directed to the Board, and shall be defended by the Board; and the owners and mortgagees of units or parcels within either the Townhomes Project, the Mixed-Use Project or the Commercial Building shall have no right to participate in such defense other than through the Board.

5. ACCOUNTING AND RECORDS.

5.1 The books and accounts of the Master Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

5.2 A Budget for the Master Association shall be adopted each year as provided in the Master Declaration.

5.3 The books of account and minutes of meetings of the Master Association, of the Board and all other records pertaining to the Shared Amenities maintained by the Master Association or by the Management Company shall be made available for inspection and copying by any of the Owners of the Master Association or such Owner's duly appointed representative at any reasonable time and for a purpose reasonably related to such Owner's interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Board to cover entirely the costs of reproduction, the Management Company or other custodian of records of the Master Association shall prepare and transmit to the Owner a copy of any and all records requested.

6. AMENDMENT OF BYLAWS.

Except as otherwise provided in the Nonprofit Corporation Act, the Master Declaration or these Bylaws, these Bylaws may be amended by the vote or written assent of all the Owners.

7. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

8. WAIVER.

The failure of the Board to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes of the right of the Board to insist upon strict performance of such provision and all other provisions hereof. No provision of these Bylaws shall be deemed to have been waived, unless such waiver is in writing and signed by the Board.

9. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

10. EFFECTIVE DATE.


These Bylaws shall take effect as of the date of the Master Declaration, having been duly adopted by the Board.

MIDTOWN VILLAGE MASTER OWNERS
ASSOCIATION, a Utah nonprofit corporation

By: 
Name: John Upchurch
Title: President

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

The foregoing instrument was acknowledged before me this 9 day of June, 2025, by John Upchurch, in such person's capacity as the President of Midtown Village Master Owners Association, a Utah nonprofit corporation.


NOTARY PUBLIC

