



**WITHDRAWAL OF LAND FROM  
THE MIDLAND SQUARE COMMERCIAL ASSOCIATION,  
RELEASE OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND  
COST SHARING AGREEMENT**

This Withdrawal of Land from the Midland Square Commercial Association, Release of Covenants, Conditions, and Restrictions, and Cost Sharing Agreement (this "Withdrawal and Release") is executed to be effective as of the date this Withdrawal and Release is recorded in the Office of the Recorder of Weber County, Utah (the "Effective Date") by, MIDLAND SQUARE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Association"),

**RECITALS**

- A. The Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "Original Declaration"), dated July 14, 2009, was executed by the Declarant and was recorded in the Office of the Recorder of Weber County, Utah, on July 22, 2009, as Entry No. 2425489.
- B. The Corrected Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "Corrected Declaration"), dated April 30, 2010, was executed by the Declarant and was recorded in the Office of the Recorder of Weber County, Utah, on May 13, 2010, as Entry No. 2472352.
- C. The Amendment and Correction of the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "First Amendment"), dated January 3, 2011, was executed by the Association and was recorded in the Office of the Recorder of Weber County, Utah, on January 4, 2011, as Entry No. 2509837.
- D. The Second Amendment of the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "Second Amendment"), dated August 24, 2011, was executed by the Association and was recorded in the Office of the Recorder of Weber County, Utah on August 24, 2011, as Entry No. 2538565.
- E. The Third Amendment of the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "Third Amendment") dated 02/11/2020 was executed by the Declarant, by the Association and by the necessary property owners and was recorded in the Office of the Recorder of Weber County, Utah on 04/24/2020, as Entry No. 3050035.

- F. The Original Declaration, as corrected and amended by the Corrected Declaration, by the First Amendment, by the Second Amendment, by the Third Amendment, and by the Fourth Amendment (collectively, the Declaration") pertains to and affects that certain real property that is defined in the Declaration as the "Property" located in Weber County, Utah, which Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
- G. The Midland Square Commercial Plat "A" (the "Original Plat") was executed by the Declarant and was recorded in the Office of the Recorder of Weber County, Utah on July 22, 2009, as Entry No. 2425488.
- H. The Midland Square Commercial Plat "A" 1st Amendment (the "First Amended Plat") was executed by the Declarant and was recorded in the Office of the Recorder of Weber County, Utah on December 23, 2010, as Entry No. 2508344.
- I. The Midland Square Commercial Plat "A" Second Amended (the "Second Amended Plat") was executed by the Declarant and was recorded in the Office of the Recorder of Weber County, Utah on August 10, 2011, as Entry No. 2537050.
- J. The Midland Square Commercial Plat "A" Third Amendment (the "Third Amended Plat") was executed by the Declarant and the necessary property owners and was recorded in the Office of the Recorder of Weber County, Utah, on 09/09/2019, as Entry No. 3001962.
- K. The Original Plat provided for the creation of eight (8) Lots within the Development identified as Lots 1 through 8, inclusive. The First Amended Plat caused the elimination of Lot 4 and the replacement of Lot 4 with two new Lots identified as Lot 9 and Lot 10. The Second Amended Plat caused the elimination of Lot 1 and the replacement of Lot 1 with two new Lots identified as Lot 11 and Lot 12. Following the recording of the second Amended Plat, the total number of Lots within the Development was ten (10). The Third Amended Plat provided for the creation of two (2) new Lots on certain real property that was added to the Development, which two (2) new Lots are identified as Lot 13 and Lot 14. Following the recording of the Third Amended Plat, the total number of Lots within the Development was twelve (12).
- L. The Fourth Amendment of the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Midland Square Commercial (the "Fourth Amendment") dated 04/24/2020 was executed by the Declarant, by the Association and by the necessary property owners and was recorded in the Office of the Recorder of Weber County, Utah on 04/24/2020 Entry No. 3050107.
- M. Capitalized terms that are defined in the Original Declaration, as corrected and amended by the Corrected Declaration, by the First Amendment, by the Second

Amendment, by the Third Amendment, and by the Fourth Amendment shall have the same meaning when used in this Withdrawal and Release, unless otherwise expressly provided herein.

- N. The purpose of this Withdrawal and Release is to release certain real property from the project which is intended to be developed for residential use.

**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the Project and the Owners, this Withdrawal and Release is adopted by the Owners as follows:

### **WITHDRAWAL AND RELEASE**

1. Withdrawal of Land and Contraction of the Project. Consistent with the rights and authority reserved to the property owners in the Declaration, the real property identified as Parcel No. **08-623-0002**, which is more fully described in Exhibit "B" hereto (the "Withdrawn Property"), shall be and hereby is withdrawn from the Project. Recordation of this Withdrawal and Release shall constitute and effectuate a contraction of the Project.
2. Description of the Project as Contracted. Upon recording of this Withdrawal and Release, the total number of Lots in the Association shall be 11.
3. Release of Covenants, Conditions and Restrictions. Consistent with the rights and authority reserved to Declarant in the Amended Declaration, Declarant and Owners hereby release the real property described in Exhibit "B" from the covenants, conditions and restrictions in the Declaration.
4. Removal of Lots from Association. Recordation of this Withdrawal and Release shall constitute and effectuate removal of the Withdrawn Property and the owner thereof from membership in the Association.
5. Cost Sharing Agreement.
  - a. Payment Obligation. Notwithstanding the withdrawal of the Withdrawn Property from the Project and the Association, the owner of the Withdrawn Property (the "Withdrawn Owner") shall remain obligated to pay its proportionate share of all fees, costs, and expenses allocable to the Owners under the Declaration for the maintenance, repair, operation, and replacement of the Common Maintenance Areas (collectively, the "Common Expenses"). The Withdrawn Owner's proportionate share shall be one-twelfth (1/12) of all Common Expenses assessed or incurred by the Association, unless otherwise adjusted by written agreement of the Association.

- b. Invoice and Payment. The Association shall invoice the Withdrawn Owner for its proportionate share of the Common Expenses quarterly, and payment shall be due within thirty (30) days after the date of invoice. Any unpaid amounts shall accrue interest at the rate of twelve percent (12%) per annum.
  - c. Subdivision. If the Withdrawn Property is subdivided into multiple lots or units and a homeowners association or similar governing entity is created to govern such subdivided lots or units, such association shall be responsible for payment of the Common Expenses on behalf of the Withdrawn Property. Notwithstanding the foregoing, if (a) no such homeowners association is created, or (b) any such association fails to timely pay the amounts required under this paragraph, then each owner of a subdivided lot or unit shall be jointly and severally liable for the full amount of all unpaid Common Expenses attributable to the Withdrawn Property.
  - d. Collection. All amounts due under this paragraph shall constitute a personal obligation of the Withdrawn Owner and, as applicable, the owners of subdivided lots or units. The Association shall have the right to pursue all lawful collection remedies, including suit for money damages, against any responsible owner or owners, without limitation. In any action to collect amounts due under this paragraph, the Association shall be entitled to recover all costs of collection, including reasonable attorney fees, court costs, interest, and administrative expenses, whether incurred before suit, during litigation, or on appeal. The obligations set forth in this Section 5 shall run with the land and shall survive any further conveyance, subdivision, or development of the Withdrawn Property.
6. Declaration of easement. The owner of the Withdrawn Property shall retain an easement to access and use all public Common Maintenance Areas and utility Easements within the Development to the same extent as the Owners, subject to the Association's reasonable rules and regulations governing such areas.

[Certification on Next Page]

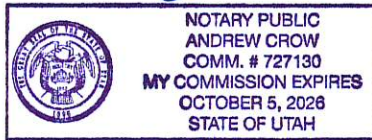
## CERTIFICATION

It is hereby certified that this Amendment has been consented to and approved by Owners holding at least sixty percent (60%) of the total outstanding votes in the Association.

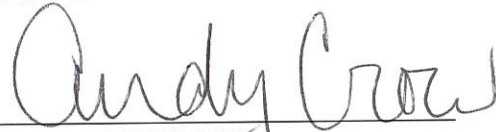
MIDLAND SQUARE OWNERS ASSOCIATION,  
a Utah non-profit corporation

  
\_\_\_\_\_  
President

STATE OF UTAH                    )  
  SS:  
COUNTY OF Weber            )



On this 27 day of January, 2025, personally appeared before me,  
John Hammond, who, being by me duly sworn, did say that (s)he is  
President of the MIDLAND SQUARE OWNERS ASSOCIATION and that the within and  
foregoing document was signed as an officer of the Association and in behalf of said Association  
and (s)he duly acknowledged to me (s)he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL OF LOTS 2, 3, 5, 6, 9, 10, 12, 13, 14, 16, 17 AND 18 MIDLAND SQUARE  
COMMERCIAL SUBDIVISION, WEBER COUNTY, STATE OF UTAH.

[08-511-0009; 08-511-0013; 08-511-0014; 08-624-0002 THROUGH 0004; 08-553-0001  
THROUGH 0004; 08-519-0001; 08-519-0004; 08-524-0002; 08-524-0004; 08-623-0001  
THROUGH 0002]

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

Lot 14, MIDLAND SQUARE COMMERCIAL PLAT "A" (THIRD) AMENDMENT,  
according to the official plat thereof as recorded in the office of the Weber County  
Recorder on September 9, 2019 as Entry No. 3001962 in Book 86 at Page 25.

[08-623-0002]