

After Recording, return to:

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R/O

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AND CONDITIONS OF OWNERSHIP  
FOR  
MAJORS SUBDIVISION  
A RESIDENTIAL SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR MAJORS SUBDIVISION, A RESIDENTIAL SUBDIVISION ("**Declaration**"), is made on the date appearing hereinafter by EMH Development, LLC, a Delaware limited liability company, hereinafter referred to as "**Declarant**" and joined by Monte Vista Ranch, L.C., a Utah limited liability company ("**Master Declarant**" or "**Founder**"). Reference to Declarant or Master Declarant shall include reference to Declarant's or Master Declarants affiliates, successors and assigns.

**RECITALS**

A. Declarant is the owner of the real property described on **Exhibit A** of this Declaration (sometimes herein referred to as the "**Property**") and located in the City of Eagle Mountain, Utah County, State of Utah (sometimes herein referred to as the "**City**").

B. Declarant has recorded a subdivision plat to subdivide the Property into various lots (hereinafter, a "**Unit**" or collectively, the "**Units**"), which Units shall be subject to the terms and conditions of this Declaration, and which Units, together with related improvements which have been or will be constructed thereon, shall be a residential subdivision developed in one or more phases and/or tracts. There is no common area, open space, or undeveloped land in the subdivision.

C. The Property is part of a master planned community (the "**Community**"), located in the City of Eagle Mountain, Utah, and is subject to various covenants, conditions, and restrictions including, without limitation, those contained in the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. (the "**Master Declaration**") filed and recorded in the real property records of Utah County, Utah, as Entry No. 113261:2009 (consisting of 103 pages) on October 29, 2009, naming the Master Declarant as "**Founder**" under the Master Declaration, together with amendments thereto of record.

D. Section 16.3 of the Master Declaration provides that Founder may impose additional covenants and easements on property previously annexed to the Master Declaration and may include such provisions in a separate Supplement. Both Founder and Declarant desire to impose and consent to the imposition of this Declaration upon the Property as required under the terms of the Master Declaration.

E. Construction of residential buildings and other improvements upon the Property by an owner of a Unit is contemplated, provided it is in accordance with the requirements of the City, and any other restrictions, reservations, and other conditions of record as may be disclosed by a record examination of title, this Declaration, and including without limitation, the Master Declaration. In this Declaration, the owner of a Unit is referred to as “**Unit Owner**”; provided however, reference to “Unit Owner” shall not include Declarant or Units owned by Declarant.

F. Declarant has developed or will develop the designated Units and other improvements upon the Property, in accordance with the Final Plat filed and recorded in the real property records of Utah County, Utah, on January 19, 2023, as Entry No. 3415:2023, together with Surveyor’s certification dated October 12, 2022, prepared and certified by Aaron D. Thomas, a duly registered Utah Engineer and Land Surveyor (the “**Final Plat**”).

G. Declarant and Founder desire to provide for the preservation of the values and amenities in said development; and, to this end, desires to subject the Property together with such additions as may hereafter be made thereto to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is for the benefit of the Property and each subsequent owner thereof.

H. Declarant desires and intends by filing this Declaration and the aforesaid Final Plat to submit the Property and improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the laws of the State of Utah and the ordinances of the City as a residential subdivision to be known as Majors Subdivision (the “**Development**”). The Development is not a cooperative.

I. Declarant desires and intends in the future to sell and convey its interest in the individual Units which are to be contained in the Development to various purchasers, subject to the covenants, restrictions, limitations, conditions and uses to which the property submitted to the Development shall hereafter be subject, including without limitation those contained in this Declaration and in the Master Declaration.

WHEREFORE, the following is hereby declared, agreed, covenanted and established:

#### PART I DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated. To the extent applicable to the tenor thereof and not expressly inconsistent with this Declaration,

definitions contained in the applicable laws of the State of Utah, ordinances of the City, and the Master Declaration are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

- 1.1. **"Builder"** shall have the meaning given in section 2.4 of the Master Declaration.
- 1.2. **"Declarant"** shall have the meaning given to such term in the introductory paragraph hereof.
- 1.3. **"Declaration"** shall have the meaning given to such term in the introductory paragraph hereof.
- 1.4. **"Design Guidelines"** means the guidelines and standards established for the Development pursuant to section 2.11(c) of this Declaration.
- 1.5. **"Design Review Committee"** means the Design Review Committee established by the Master Association pursuant to Section 5.2 of the Master Declaration.
- 1.6. **"Development"** shall mean and refer to Majors Subdivision, as approved by the City.
- 1.7. **"Final Plat"** shall have the meaning given to such term in the Recital paragraphs hereof.
- 1.8. **"Founder"** shall have the meaning given to such term in the introductory paragraph hereof.
- 1.9. **"Home" or "Homes"** shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence on a Unit, together with all other structures and improvements located on the respective Unit which are used in conjunction with such residence.
- 1.10. **"Law" or "Laws"** shall mean and refer to the applicable laws of the State of Utah and applicable ordinances of the City, as the same may be amended from time to time.
- 1.11. **"Master Declarant"** shall have the meaning given to such term in the introductory paragraph hereof.
- 1.12. **"Unit" or "Units"** shall have the meaning given to such term in the Recital paragraphs hereof,
- 1.13. **"Unit Number"** shall refer to the number which is respectively designated a lot on the Final Plat.

1.14. **“Master Association”** shall mean the Eagle Mountain Properties Communities Master Association, Inc. d/b/a Eagle Mountain Master Association.

1.15. **“Master Governing Documents”** shall mean the documents described in Chapter 1 of the Master Declaration.

1.16. **“Owner”** shall mean the entity, person or group of persons owning fee simple title to any Unit which is within the Property. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Owner shall not mean or include a Mortgagee unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Regardless of the number of parties participating in ownership of each Unit, each Unit shall be deemed to have one “Owner.”

1.17. **“Seller”** shall mean the persons or entities from which Owner acquired Owner’s Unit, including such persons’ or entities’ predecessors in interest other than Declarant and Founder. Seller may or may not be the same as the Builder of the Home.

## PART II

### SUBMISSION, COVENANTS, CONDITIONS, USE RESTRICTIONS, AND UNDERSTANDINGS

2.1. **Submission.** Declarant, the undersigned Owner of the Property described in the surveyor’s certificate included and shown on the Final Plat and shown on the map included as part of the Final Plat, has caused the Property to be subdivided into Units, blocks, streets and easements, and does hereby dedicate and/or ratify the dedication of any public streets and other public areas as indicated on the Final Plat for perpetual use of the public. Declarant hereby submits the Development and its ownership interest in the Property and the Units, Homes, and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, as described above and on the Final Plat, all to be known as **“Majors Subdivision”** to the provisions of the Laws, the Master Declaration, and this Declaration.

All of the Property shall be held, sold, conveyed, transferred, developed, leased, subleased, accepted, received, and occupied subject to the covenants, conditions, restrictions, limitations, uses, assessments, charges and liens set forth in this Declaration, to the Final Plat recorded previously, to plats subsequently recorded for the Development, and to the Laws, for the purpose of protecting the value and desirability of the Property.

2.2. **Description of Improvements.** The improvements included in the Development are as described on the Final Plat.

2.3. **Covenants to Run with Land.** This Declaration, the Final Plat, and the covenants, conditions, restrictions, limitations, uses, assessments, charges and liens herein provided shall be covenants of equitable servitude and constitute covenants to run with the Property, and shall inure

to the benefit of and shall be binding upon each Owner and subsequent Owner of all or any part of the Development, all parties having any right, title or interest in the Property or any part thereof, and their heirs, grantees, executors, administrators, devisees, successors, and assigns.

2.4. Unit Improvements. Each Unit shall be improved strictly pursuant to and in accordance with permits issued by the City, in conformity with the requirements of the applicable building codes of the City, and the Laws. No portion of the Property or any Unit may be occupied by any use that is in violation of the Laws or the laws, ordinances, or regulations of any governmental entity having jurisdiction over the use of any portion of the Property or the Unit.

2.5. Operation and Maintenance. Each Owner shall pay for all utility services which are separately billed and metered to individual Units by the utility or other party furnishing such service. Culinary water, irrigation water, sewer and garbage utility services shall be paid by Owners for their respective Units.

2.6. Property Site Improvements. Declarant has installed, will install, or will cause to be installed (i) sidewalks, (ii) curb and gutter, (iii) utilities (installed up to the property line of each Unit), (iv) ingress, egress, signage, and related improvements to the Property as a whole, including streets and pavement, and (v) various other improvements (collectively, the **"Property Site Improvements"**). Each Unit Owner, as of the date the Unit Owner acquires a Unit (**"Unit Acquisition Date"**), accepts the Property Site Improvements in their condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or by Declarant or the Founder. Each Unit Owner shall be deemed to have had, as of the Unit Acquisition Date, an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property Site Improvements. Such inquiries and investigations shall be deemed to include but not be limited to any documents, reports or studies provided by the seller of the Unit, the physical components of all portions of the Property, the condition of the Property, such state of facts as an inspection would show, and the value and marketability of the Unit. Each Unit Owner agrees to be solely and separately responsible for any damage to the Property Site Improvements on or after the Unit Acquisition Date (i) caused by the Unit Owner or any of Unit Owner's agents, representatives, independent contractors, tenants, or guests, or any managers, members, employees, representatives or agents of any of the foregoing, or (ii) relating to any Property Site improvements directly appurtenant to the Unit Owner's Unit, or primarily serving and benefitting Unit Owner's Unit, regardless of the source or the cause of the damage (**"Site Improvement Damages"**). Each Unit Owner shall defend, indemnify, reimburse, and hold Declarant and all other Unit Owners harmless from any claim, cost or expense, including reasonable attorney's fees, for or in connection with any Site Improvement Damages, including, without limitation, any costs, expenses, or other damages incurred by Declarant resulting from repair work to the Property Site Improvements required to be done by Declarant as a result of Site improvement Damages to satisfy Declarant's bond and/or the City requirements. In the event Declarant incurs or pays any costs or expenses with respect to Site Improvement Damages, the Unit Owner(s) responsible shall reimburse Declarant for such costs and expenses immediately upon demand.

2.7. Site Work and Compaction of Units. In connection with the development of the Property, Declarant performed extensive site work, compaction, and related testing on the Property. Copies of soil studies and compaction testing results may be obtained from Declarant upon written request, but are only provided by Declarant as a courtesy, without warranty or guarantee of completeness or accuracy, and may not be relied upon by any potential purchaser of a Unit. Each potential purchaser of a Unit is hereby advised to do its own independent geological, soils, and compaction testing as it deems necessary to satisfy any of its concerns regarding geological conditions, soils, and compaction prior to acquiring a Unit. Each Unit Owner hereby represents, warrants, and confirms that, as of the Unit Acquisition Date, the Unit Owner acquired the Unit "AS IS, WHERE IS, AND WITH ALL FAULTS" and waives all claims against Declarant related to site work, compaction, and geological conditions. Each Unit Owner hereby acknowledges and agrees that as of the Unit Acquisition Date, the Unit Owner assumes, accepts, and bears all risk associated with, relating to, or arising from site work, compaction, and general geological conditions of the Unit. Each Unit Owner shall independently be responsible for and ensure that any construction on the Unit is supported by proper compaction of the Unit's soil, including proper compaction of the footings, walkways, driveways, accesses, patios, and other areas customarily requiring compaction during construction. Each Unit Owner shall be responsible for, and hereby indemnifies, defends, and holds Declarant and all other Unit Owners harmless from, any claim, cost or expense, including reasonable attorney's fees, for or in connection with any damages, claims, costs, expenses, remedial work or adverse consequences (including with respect to Unit Owner's Unit, another Unit, or the Property in general) arising or resulting from soil disturbance, site work, or soils compaction performed on Unit Owner's Unit.

2.8. SWPPP. Each Unit Owner, as of such Unit Owner's Unit Acquisition Date, accepts the Property and Unit in their as-is condition, and acknowledges and agrees to be solely and separately responsible for the requirements, obligations, costs, any expenses associated with such Unit Owner's Unit regarding (i) any stormwater pollution prevention plan ("SWPPP") requirements imposed by the City or other governing body, (ii) any SWPPP related improvements, (iii) any maintenance of SWPPP improvements or facilities, and (iv) any SWPPP conditions imposed by the City or Laws. Declarant makes no representation or warranty to any Unit Owner with respect to the nature or extent of any SWPPP obligations or requirements that may be associated with a Unit, and each Unit Owner hereby indemnifies and holds Declarant harmless from any obligations associated with the same, and hereby releases Declarant from, and waives any claims against Declarant with respect to, any SWPPP conditions, obligations, expenses, costs, claims, and damages that Unit Owner may incur with respect to SWPPP.

2.9. Homes Not Insured by Declarant. Declarant shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Home or acts or events thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost

basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy.

2.10. Use Restrictions.

(a) Use of Units and Homes as Family Dwellings. All Units are to be improved with Homes and are restricted to such use. Each Unit has been or will be ultimately improved with a Home, each to be used only as a single-family residence. No Unit or Home shall be used, occupied, or altered in violation of the Laws so as to create a nuisance or interfere with the rights of any Owner.

(b) Unit Appearance, Alteration, and Erosion Control. Each Unit Owner shall maintain good housekeeping standards, keeping their respective Unit free of rubble, trash, debris, weeds, and other unsightly materials and conditions. Owners shall not store, maintain or keep fire hazards, explosives or dangerous materials within the Unit. Each Unit Owner shall be responsible for and prevent soil erosion on their respective Unit. Unit Owners are responsible to design and maintain all Unit improvements, landscaping, retaining walls, driveways, and sidewalks in such a way that earth retention or run-off from storms or irrigation are not a nuisance or hazard or cause damage to adjoining Units, parcels, public areas, easements, open space, or improvements. In the event a Unit Owner installs or improves a Unit with retaining walls, fencing, or other landscaping features, such shall prevent and not result in water diversion onto adjoining Units, parcels, public areas, easements, open space, or improvements.

(c) Easements. Each Unit Owner shall be subject to any easements of record including, without limitation, those shown, referenced, or reflected on the recorded Final Plat for the Property, and will not restrict or block access or passage in and about said easements or otherwise impede or obstruct the beneficial use and purpose of such easements.

(d) Landscaping and Park Strip. Any landscaping, site work, paving, or park strips shall comply with the current architectural guidelines, landscaping and aesthetic standards adopted and amended by the Master Association from time to time.

(e) Non-residential Use. No part of the Development shall be used for any commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes, except as may be installed as a convenience by the Declarant. Declarant or its successors or assigns may use the Development for a model home site display and for sales and construction office during the construction and sales period of the Development.

(f) Square Footage Minimums. A Home proposed to be constructed on a Unit shall comply with the following square footage minimums (depending on the design and layout of the Home): (i) a "rambler" or comparable home shall have a minimum of 2,000 square feet on the Home's main floor; (ii) a 1½-story home shall have a minimum of 1,500 square feet on the Home's first floor with a minimum of 2,200 total square feet on the first and second floors combined; and

(iii) a 2-story home shall have a minimum of 3,000 total square feet on the first and second floors combined.

(g) Exterior Requirements. Every Home shall comply with the following exterior requirements: (i) all roofs shall be 35-50 year roofs, and consist of architectural shingles with Duraridge brand (or equivalent) ridge shingles (tile, metal, or treated shingle roofing materials may be approved on a case-by-case basis); (ii) roof areas must be broken up and have interrupted ridgelines to be acceptable; (iii) side and rear elevations that face public areas, roadways, public pathways, open spaces, or that are elevated 20 feet or more above the adjoining building pad must incorporate a variety of wall planes, roof form, and enhanced window treatments, shutters, flower boxes, bay windows, decks, balconies, etc.; (iv) large, uninterrupted expanses of stucco are not permitted; (v) stone or brick shall cover a minimum of 50% the front façade surface; (vi) any façade facing roadways shall have stone or brick incorporated; (vii) architectural interests and detailing shall not be confined to the street façade, and the Home and other improvements shall be treated as an architectural whole with appropriate detailing from all views, and false-front appearances must be avoided such that changes in siding material or changes in style must take place only at inside corners of the structure; (viii) the exterior of buildings shall be constructed of durable materials such as brick, stone, and stucco (hardiplank is permitted for wall and accent surfaces); (ix) trim, eaves, and fascia must be high quality, weather-resistant, low maintenance materials appropriate to the Home's style; (x) fascia must be at least 6" wide; and (xi) material and color samples must be submitted with plans for approval by the Design Review Committee.

(h) Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any Unit or upon any part of the Development, nor shall anything be done thereon which may become an annoyance or nuisance to the Development or the neighborhood, or which shall in any way interfere with the quiet enjoyment by each of the Owners of their respective Home or Unit, or which shall in any way increase the rate of insurance.

(i) Temporary Structures, Equipment, Motor Vehicles, Etc. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Unit at any time except as may be needed for construction or maintenance purposes by the Declarant, or except as otherwise provided herein. Trailers, motor homes, boats, trucks larger than 3/4 ton, or similar equipment may be parked on the Development or any Unit so long as shall the Owner complies with the current architectural guidelines, landscaping and aesthetic standards adopted and amended by the Master Association from time to time.

(j) Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Development and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage sheds and areas, machinery and equipment shall be prohibited upon any Unit unless obscured from the view of adjoining Units or in the Home or garage.

(k) Electronic Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the exterior of



any Homes or structures on the Units unless specifically approved by the Design Review Committee.

(m) Exception for Declarant. Notwithstanding the restrictions contained in this Declaration, for the seven-year-period following the date on which this Declaration is filed of record in the office of the County Recorder of Utah County, Utah, Declarant shall have the right to use any Unit or Home owned or leased by Declarant that is reasonably necessary or appropriate for any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Development or improvement or sale of all Units owned by Declarant. Declarant may also conduct collateral business activity on the Development.

#### 2.11. Architectural Control.

(a) Architectural Control. Each Unit Owner acknowledges and agrees that (i) the Master Declaration applies to the Property and to each Unit, (ii) each Unit and Unit Owner is subject to the Master Declaration, (iii) that there are covenants, conditions, restrictions, and architectural guidelines contained therein or authorized thereby in addition to those contained in this Declaration with which each Unit Owner must comply, and that the Master Declaration and architectural guidelines associated therewith are reviewed and enforced by the Design Review Committee. In Declarant's sole discretion, Declarant may, but is not required to, unilaterally and without any consent required from any Unit Owner, serve as, establish, or appoint an architectural and aesthetic review committee independent of the Design Review Committee ("**Independent DRC**"). An Independent DRC may be comprised of one or more member(s) and may include Declarant or any third party. At the date of this Declaration, Declarant has not established an Independent DRC, and the Design Review Committee shall serve at all times that there is no acting Independent DRC. The function of the Design Review Committee shall be to ensure that all exteriors and landscaping of Homes within the Development harmonize with existing surroundings and structures and comply with the Design Guidelines. The Design Review Committee has the right to disapprove of designs, colors, materials, construction, improvements, and landscaping which may detract from the quality of the Development.

(b) Submission to Design Review Committee. No Home, accessory or addition to a Home, landscaping, or other exterior improvement of a Unit shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Home shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Design Review Committee.

(c) Design Guidelines. Declarant, the Design Review Committee, or an Independent DRC shall have authority to establish written architectural, design, and aesthetics guidelines and standards for the Development ("**Design Guidelines**"). The Design Guidelines shall consist of the use restrictions set forth in Section 2.10 of this Declaration and such other guidelines and standards as Declarant, the Design Review Committee, or an Independent DRC shall establish. In deciding whether to approve or disapprove plans and specifications submitted to it, the Design Review Committee shall use its best judgment to ensure that all Homes, improvements, construction,

landscaping, and alterations on Units within the Development conform to and harmonize with existing surroundings and structures and comply with this Declaration and the Design Guidelines.

(d) Approval Procedure. Unless the Design Guidelines provide otherwise, the provisions of Section 5.3(b), “**Procedures,**” of the Master Declaration shall apply to the approval of plans and specifications submitted to the Design Review Committee pursuant to this section 2.11.

(e) Construction. Construction of a Home on a Unit must begin within two (2) years from the Unit Acquisition Date. Once begun, any improvements, construction, landscaping, or alterations approved by the Design Review Committee shall be diligently prosecuted to completion.

(f) Disclaimer of Liability. Neither the Declarant, the Design Review Committee, any Independent DRC, or any member thereof acting in good faith shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

(g) Nonwaiver. The approval by the Design Review Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Review Committee to disapprove any similar plans and specifications.

(h) Exception for Declarant. The foregoing provisions of this section 2.11 shall not apply to any improvement, construction, landscaping, or alteration that is carried out by Declarant on any Unit or on any part of the Development and that occurs at any time during the seven-year period following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

2.12. Homeowner's Association. Each Unit Owner acknowledges and agrees that Declarant shall not be required to create any homeowner's association for the Development or any part thereof. Each Unit Owner shall be a member of the Master Association as contemplated in the Master Declaration and Master Governing Documents and is hereby bound to honor and abide by the Master Declaration and the Master Governing Documents in addition to this Declaration. Each Owner must pay (and hereby indemnifies Declarant from) all fees (including, without limitation, any setup fees, transfer fees, redevelopment fees, etc.), assessments, charges, and expenses contemplated in or by the Master Declaration, the Master Governing Documents, or other documents of title. After a Unit Acquisition Date, regular monthly assessments will be billed to the Unit Owner of the acquired Unit.

2.13. Waiver of Claims.

(a) Owner Acknowledgment Regarding Sales and Construction of Home. Each Owner acknowledges that the marketing and sales of Owner's Unit and/or Home and the design and construction of Owner's Home have been or will be performed by Builder and not by Declarant, and Owner has relied and will rely solely on Builder with respect to any issues related thereto; and each Owner further acknowledges that it shall have no Claims, rights, or remedies against Declarant with respect to any such issues.

(b) Claims Waived. "Claim" has the meaning given in Section 18.1 of the Master Declaration, except as set forth in section 2.14 of this Declaration. Each Owner hereby releases Declarant and waives on Owner's behalf and on behalf of its successors and assigns all Claims arising from, caused by, or relating to, with or without fault, the following:

(1) the design, construction, use, sale or other conveyance of Owner's Unit or Home, including all Claims arising from or caused by or alleged to have arisen from or to have been caused by (i) a defect in the design or construction of or material or equipment in any Home, (ii) the condition of Owner's Unit or, to the extent it affects Owner's Unit, the land in the vicinity of Owner's Unit, including a defect in soils, preparation of soils, or design and accomplishment of grading or other work on Owner's Unit or such other land, (iii) the presence or existence on or after the Unit Acquisition Date of any Property Site Improvement, including any drainage retention or detention basin, on or affecting Owner's Unit, (iv) the violation or alleged violation by the designer or Builder of the Home of any applicable laws, including building codes and environmental laws, (v) any slope erosion, sluffing, settlement, or failure or subsurface geological or groundwater condition on or affecting Owner's Unit or Home, on or after the Unit Acquisition Date, (vi) the failure of Owner or any predecessor of Owner to be given any disclosure or information as required to be given to Owner or any predecessor of Owner by Laws, this Declaration, the Master Declaration, or the Master Governing Documents, (vii) any use or misuse by any person of any easement or access rights granted by Declarant to Seller, or (viii) any other cause whatsoever in connection with the use of or activities on Owner's Unit by Seller, Builder, or any person or entity that designed the Home;

(2) without limiting or modifying anything in subparagraph (a)(1) of this subsection 2.13, the negligence or willful misconduct of Seller or entities engaged by Seller in connection with the development of the Property or any defect in the work of Seller or entities engaged by Seller;

(3) without limiting or modifying anything in subparagraphs (a)(1) or (2) of this subsection 2.13, any act or failure to act of Declarant in preparing, reviewing, approving, disapproving, consenting to or joining in any construction methods, plans, specifications, design, studies, applications, permits, maps, or other document relating to the Property including Owner's Unit or in observing, inspecting, or testing any work or improvement on or affecting the Property including Owner's Unit; and

(4) without limiting or modifying anything in subparagraphs (a)(1), (2) or (3) of this subsection 2.13, the breach by Seller of any of its representations, warranties, or covenants under Owner's purchase agreement with Seller.

(c) With regard to design, construction methods, materials, locations, and other matters for which Declarant has given or will give its approval, recommendation, or other direction, the foregoing release and waiver shall apply irrespective of Declarant's approval, recommendation, or other direction.

2.14. Dispute Resolution. All Claims shall be resolved in accordance with Chapter 18 of the Master Declaration. Notwithstanding the second subparagraph (iii) under subsection 18.1(b) of the Master Declaration, which provides that "any suit that does not include the Founder [Master Declarant] ... or the Master Association" shall not be considered a "Claim," a Claim between Owners to enforce the Declaration against each other and a Claim between one or more Owners and one or more Builders arising out of or related to the design, construction, use, sale or other conveyance of Owner's Unit or Home are subject to Chapter 18 of the Master Declaration whether or not such Claim includes Declarant or the Master Association as a party. To the extent this section 2.14 of this Declaration amends such second subparagraph (iii) under subsection 18.1(b) of the Master Declaration, Declarant exercises its right of amendment pursuant to subsection 20.2(a) of the Master Declaration for the limited purposes set forth in this section 2.14, which are that Claims of Owners to enforce this Declaration against each other (there being no homeowners association for the Development) be subject to Chapter 18 of the Master Declaration and that Claims between Owners and Builders arising out of or related to the design, construction, use, sale or other conveyance of Owners' Units or Homes be subject to said Chapter 18. For purposes of subsection 18.1(a) of the Master Declaration, Owners and Builders are "Bound Parties" who agree to submit to Chapter 18 of the Master Declaration.

2.15. Compliance. Each Owner, tenant and occupant of a Unit shall comply with applicable Laws, this Declaration, the Master Declaration, the Master Governing Documents, and all agreements and determinations of record. Each Owner shall be responsible for the conduct of its tenants, guests, and occupants of its Unit. Any failure to comply with any such provisions shall be grounds for an action by Declarant, the Master Association, or any Owner to recover any loss or damage resulting therefrom, or for injunctive relief.

2.16. Amendment.

(a) Declarant's Right to Amend. Notwithstanding subsection (b) of this Section 2.16, after recording this Declaration, and for so long as Declarant or Declarant's successor or assignee is the record Owner of at least one Unit, Declarant has, and is hereby vested with, the right to unilaterally amend the Declaration, Final Plan, as may be reasonable, necessary or desirable, in Declarant's sole discretion, including, but not limited to, with respect to the following matters: (i) to adjust the boundaries of the Units, including adding or deleting common areas by filing an appropriate amended plat to accommodate design changes or changes in type of Units or adjustments to Unit configuration; (ii) to more accurately express the intent of any provisions of

the Declaration in the light of then existing circumstances or information; (iii) to better ensure, in light of the existing circumstances or information, the workability of the arrangement which is contemplated by the Declaration; or (iv) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development.

(b) Owners' Right to Amend. Owners shall have the right to amend this Declaration or Final Plat only after (i) obtaining the approval of Declarant if Declarant or Declarant's successor or assignee is still the record Owner of any Unit; and (ii) upon the approval and consent of sixty-seven percent (67%) of the Owners. Any amendment if authorized shall be accomplished through the recordation of an instrument executed by the Declarant.

#### 2.17. Miscellaneous.

(a) Declaration Supplements Other Conditions. The provisions of this Declaration shall be in addition and supplemental to all applicable Laws any other restrictions, reservations, and conditions of record as may be disclosed by a record examination of title, including without limitation the Master Declaration.

(b) Invalidity. If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the remainder of this Declaration shall not be affected thereby and shall remain in full force and effect, and the application of any such invalidated provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

(c) Priority. If any provision of this Declaration conflicts with any of the provision of the Master Declaration or the Master Governing Documents, the Master Declaration or Master Governing Documents, as applicable, shall control with respect to such conflicting provision.

(d) Agent for Service of Process. Tiffany Walden, 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 is hereby designated as the person to receive service of process in connection with the Development for all purposes provided by Law; provided, however, that Declarant shall have the right to appoint a successor or substitute process agent. Such a successor or substitute process agent shall be designated and appointed by duly executed instruments filed in the Office of the County Recorder of Utah County, State of Utah, for attachment to this Declaration.

(e) Enforcement of Declaration; Attorney's fees. Subject to the dispute resolution provisions of section 2.14 of this Declaration, Declarant, any Owner, and any lien holder shall have all rights and remedies available at law or in equity in the event of non-compliance or default of the terms of this Declaration by an Owner or other party that is subject to the provisions of this Declaration, including, without limitation, the right of specific performance and the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations and charges now or hereafter imposed by the provisions of this Declaration. In the event that action

is taken, with or without suit, to enforce any provision hereof, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, costs, and expenses.

(f) Declarant Powers Delegable. Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned by Declarant.

(g) Recitals Incorporated. The Recitals set forth above are incorporated by reference as provisions of this Declaration.

(h) Modification. Any modification of or amendment to this Declaration must be signed by Declarant and recorded in the office of the County Recorder of Utah County, Utah.


(i) Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

DATED this 27<sup>th</sup> day of JUNE, 2023.

*Signatures appear on the following pages.*

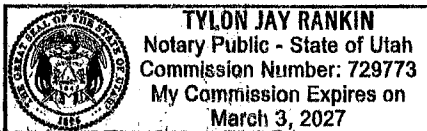
DECLARANT:

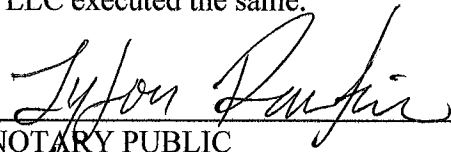
EMH DEVELOPMENT, LLC, a Delaware limited liability company

By:   
Tiffany A. Walden, Manager

STATE OF UTAH     )  
                              : ss.  
County of Utah     )

On the 27<sup>th</sup> day of JUNE, 2023, personally appeared before me Tiffany A. Walden, who, being by me duly sworn, said that she is the Manager of EMH Development, LLC, and acknowledged to me that EMH Development, LLC executed the same.




  
NOTARY PUBLIC

MASTER DECLARANT:

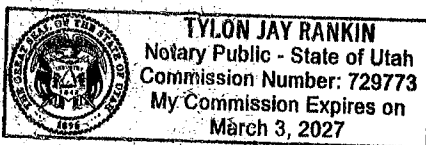
MONTE VISTA RANCH, L.C., a Utah limited liability company

By: MVR MANAGEMENT, LLC  
its manager

By:   
Tiffany A. Walden, Manager

STATE OF UTAH     )  
                              : ss.  
County of Utah     )

On the 27<sup>th</sup> day of JUNE, 2023, personally appeared before me Tiffany A. Walden, who, being by me duly sworn, said that she is the Manager of MVR Management, LLC, which is the manager of Monte Vista Ranch, L.C., and acknowledged to me that Monte Vista Ranch, L.C. executed the same.



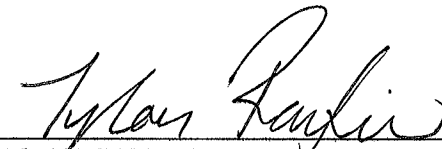
  
NOTARY PUBLIC



EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

Beginning at a point located South 00°27'29" West 265.90 feet along section line from the Northeast corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 34°17'46" West, a distance of 354.13 feet; thence North 27°37'00" West, a distance of 329.19 feet; thence North 52°34'40" West, a distance of 176.27 feet; thence North 29°41'34" West, a distance of 15.38 feet; thence North 61°57'52" East, a distance of 74.85 feet; thence North 61°57'54" East, a distance of 180.00 feet; thence along the arc of a 1,944.00 foot curve to the left through a central angle of 03°28'27" for 117.88 feet (chord bears North 29°46'18" West 117.86 feet); thence North 58°36'07" East, a distance of 4.02 feet; thence North 56°50'47" East, a distance of 50.02 feet; thence along the arc of a 1,995.00 foot curve to the right through a central angle of 10°04'21" for 350.72 feet (chord bears South 26°28'24" East 350.27 feet); thence North 68°51'01" East, a distance of 154.54 feet; thence South 35°05'55" East, a distance of 643.20 feet; thence along the arc of a 1,435.00 foot curve to the left through a central angle of 17°18'04" for 433.31 feet (chord bears South 45°51'07" West 431.67 feet); thence North 27°39'52" West, a distance of 109.10 feet; thence North 34°17'46" West, a distance of 38.50 feet to the point of beginning. And

Beginning at a point located South 00°27'29" West 461.60 feet along section line and East 86.59 feet from the Northeast corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the arc of a 1,385.10 foot radius curve to the right through a central angle of 20°00'46" for 483.80 feet (chord bears North 45°18'32" East 481.35 feet); thence South 35°06'07" East, a distance of 235.00 feet; thence South 54°58'06" West, a distance of 19.03 feet; thence South 52°08'26" West, a distance of 91.74 feet; thence South 47°36'28" West, a distance of 90.95 feet; thence South 43°04'30" West, a distance of 90.95 feet; thence South 38°32'33" West, a distance of 91.74 feet; thence South 35°43'06" West, a distance of 18.90 feet; thence North 54°42'12" West, a distance of 234.81 feet; thence North 54°41'54" West, a distance of 0.23 feet to the point of beginning.