

**FOURTH AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
REMUND FARMS**

Midway, Wasatch County, Utah

THIS FOURTH AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF REMUND FARMS (the "Fourth Amendment") is made and executed as of this 1 day of AUGUST, 2022, by **RKW 2015-20, LLC**, a Utah limited liability company with its principal place of business located in Salt Lake City, State of Utah, in its capacity as Declarant (hereinafter referred to as "RKW") and **MIDWAY SPRINGS, LLC - Series II**, a Utah limited liability company ("Midway II").

RECITALS:

A. On August 11, 2018, RKW made and executed that certain "Declaration of Covenants, Conditions, and Restrictions of Remund Farms (the "Declaration"), with respect to that certain real property located in Wasatch County, State of Utah, more particularly described on Exhibit "A" attached hereto (herein the "Property"), which Declaration was recorded in the office of the County Recorder of Wasatch County, State of Utah, on September 19, 2018, as Entry No. 456065, in Book 1233, beginning at Page 1773.

B. On or about the 18th day of September, 2019, Declarant made and executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Remund Farms (the "First Amendment"), making certain amendments to the Declaration, which First Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 19th day of September, 2019, as Entry No. 468348, in Book 1265, beginning at Page 968.

C. On or about the 2nd day of June, 2020, Declarant made and executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Remund Farms (the "Second Amendment"), making certain amendments to the Declaration, which Second Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 3rd day of June, 2020, as Entry No. 478816, in Book 1295, beginning at Page 907.

D. On or about the 20th day of May, 2021, Declarant made and executed that certain Third Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions of Remund Farms (the "Third Amendment"), making certain amendments to the Declaration, which Third Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 20th day of May, 2021, as Entry No. 500705, in Book 1356, beginning at Page 1182.

E. Under the terms and conditions of the Declaration, the Declarant reserved the right to expand the Project, by the addition of Additional Land identified in the Declaration.

F. Midway II is the owner of a portion of the Additional Land and desires to add such portion to the terms of the Declaration.

G. Declarant desires to add Midway II's portion of the Additional Land to the terms of the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1. Submission of Additional Land. Declarant and Midway II hereby submit Watts Remund Farms PUD Phase 4, being the following described portion of the Additional Land and the Homesteads (Lots) comprising the same (herein referred to as the "Subject Property"), and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT and MIDWAY II, however, such easements and rights of ingress and egress over, across, through and under the real property and any improvements now or hereafter constructed thereon as may be reasonable necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonably and not inconsistent with the provisions of this Declaration): (i) an easement for ingress and egress for the benefit of the Additional Land, or the balance thereof, however developed or utilized, over the improved roads, driveways and parking areas of the Subject Property, whether or not the Additional Land, or portions thereof, is part of the Project; (ii) to construct and complete each of the Living Units and all of the other improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (iii) to improve portions of the real property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate; and (iv) to construct and complete each of the Living Units and other improvements to be constructed upon any Additional

Land or portion thereof intended to be included within the Project. If, pursuant to the foregoing reservations, the real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements including the perpetual easement specified in (i) above, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty (20) years after the date on which the Declaration was filed for record in the office of the County Recorder of Wasatch County, State of Utah.

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which have been or are submitted to the terms and conditions of the Declaration, are more particularly set forth on the Plat for "Watts Remund Farms PUD Phase 4" recorded or to be recorded with the office of the Wasatch County Recorder.

3. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in Paragraph 1 and the Homesteads contained therein, the total number of Homesteads contained in the Project as of the date of recording of this Supplement, will equal eighty-six (86).

4. Effective Date. This Fourth Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions of Remund Farms shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

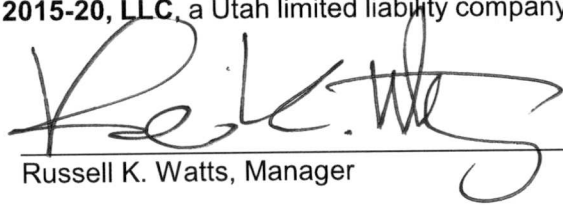
5. Lender's Consent. By its execution of this Fourth Amendment, Bank of Utah ("Construction Lender") consents to the Fourth Amendment as set forth above.

EXECUTED the day and year first above written.

Declarant:

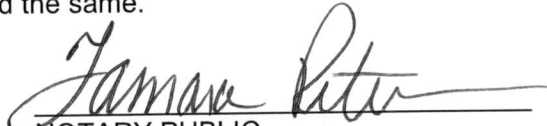
RKW 2015-20, LLC, a Utah limited liability company

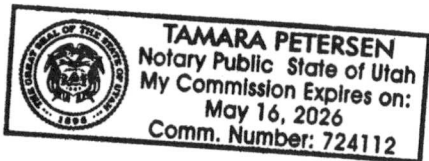
By


Russell K. Watts, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of August, 2022, personally appeared before me Russell K. Watts, who being by me duly sworn, did say that he is the Manager of RKW 2015-20, LLC, a Utah limited liability company, and that the foregoing Forth Amendment was signed on behalf of said Company by authority of its Operating Agreement and/or a resolution of its Members, and the said Manager acknowledged to me that said Company executed the same.


NOTARY PUBLIC



Midway II:

MIDWAY SPRINGS, LLC - Series II, a Utah limited liability company

By its Manager, RKW 2015-20, LLC, a Utah limited liability company

By 
Russell K. Watts, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of August, 2022, personally appeared before me Russell K. Watts, who being by me duly sworn, did say that he is the Manager of RKW 2015-20, LLC, a Utah limited liability company, which is the Manager of Midway Springs, LLC - Series II, a Utah limited liability company, and that the foregoing Fourth Amendment was signed on behalf of said Company by authority of its Operating Agreement and/or a resolution of its Members, and the said Manager acknowledged to me that said Company executed the same.


NOTARY PUBLIC

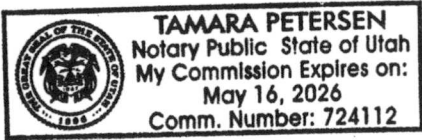


EXHIBIT "A"

REAL PROPERTY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERN BOUNDARY OF WATTS REMUND FARMS PUD PHASE 2 SUBDIVISION (ENTRY NO. 478815), SAID POINT BEING NORTH 89°48'03" EAST 1599.26 FEET AND SOUTH 1102.61 FEET FROM THE FOUND WASATCH COUNTY SURVEYORS MONUMENT FOR THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN:

THENCE ALONG SAID SOUTHERN BOUNDARY THE FOLLOWING SIX COURSES; (1) THENCE NORTH 54°00'04" EAST 26.87 FEET; (2) THENCE NORTH 55°51'50" EAST 32.28 FEET; (3) THENCE NORTH 56°50'38" EAST 68 FEET; (4) THENCE NORTH 77°33'06" EAST 52.96 FEET; (5) THENCE SOUTH 18°28'24" EAST 21.05 FEET; (6) THENCE NORTH 89°49'15" EAST 529.83 FEET; THENCE SOUTH 00°22'42" EAST 275.89 FEET TO A POINT ON THE NORTH BOUNDARY OF SWISS PARADISE SUBDIVISION (ENTRY NO. 111747); THENCE NORTH 87°40'45" WEST 289.56 FEET ALONG SAID SUBDIVISION; THENCE NORTH 04°00'27" EAST 184.92 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4.15 ACRES

