

WHEN RECORDED, RETURN TO:

Jordanelle REF Acquisition LLC
c/o Momentum Development Group
10421 South Jordan Gateway Blvd. # 200
South Jordan, UT 84095

Ent 531938 Bk 1440 Pg 1245-1258
Date: 28-APR-2023 12:35:23PM
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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: JORDANELLE REF ACQUISITIONS LLC

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**SUPPLEMENTAL DECLARATION
ESTABLISHING A SERVICE AREA IN THE POD 20 TOWNHOMES
FOR JORDANELLE RIDGE MASTER ASSOCIATION**

THIS SUPPLEMENTAL DECLARATION ESTABLISHING SERVICE AREA (this "Supplemental Declaration") is made by Jordanelle REF Acquisition LLC, a Delaware limited liability company, as Declarant (herein "**Declarant**") under the Master Declaration (defined below), Lennar Homes of Utah, LLC, a Delaware limited liability company (herein "**Builder**") as the owner of Pod 20 Townhomes (defined below), and Jordanelle Ridge Master Association, a Utah non-profit corporation (herein "**Association**"), with reference to the following facts:

RECITALS

WHEREAS, on December 29, 2021 a Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Jordanelle Ridge Master Planned Community was recorded as Instrument No. 513077 in Book 1392 Page 303-375 of the Official Records of Wasatch County, Utah (and as amended or supplemented from time to time, the "**Original Declaration**"); all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Declaration; and

WHEREAS, on April 26th, 2023 an Amended and Restated Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Jordanelle Ridge Master Planned Community was recorded as Instrument No. 531937 in Book 1440 Page 1153 of the Official Records of Wasatch County, Utah (and as amended or supplemented from time to time, the "**Master Declaration**"); all capitalized terms not otherwise defined herein, shall have the meaning ascribed to such terms in the Master Declaration; and

WHEREAS, Builder is the owner of that certain real property located in the City of Heber, County of Wasatch, State of Utah, more particularly described as the Pod 20 Townhomes in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Subdivision**") which property is being developed as a townhome project with common areas and limited common areas as shown on the applicable Plat(s) within the Jordanelle Ridge Master Planned Community and which is subject to the Master Declaration; and

WHEREAS, Section 3.02 of the Master Declaration provides for the creation of and placement of Units into one or more Service Areas for Units that share Limited Common Areas or receive special benefits

or services from the Association that it does not provide to all Units within the Community; and that a Service Area may be comprised of Units of more than one type and may include Units that are not contiguous; and that Declarant may designate and assign Units to Service Areas in a Supplement; and that Declarant may unilaterally amend the Master Declaration or any Supplement to change Service Area boundaries or modify the terms of Service Areas prior to the Change in Control Date; and

WHEREAS, Article 3 of the Master Declaration provides that the Association, acting through the Board, shall have the powers and duties as provided for in the Master Declaration, the Bylaws, the Articles, the Rules and Regulations, and under Utah Law, as well as any rights and powers that may be reasonably implied under the same, and also such additional powers as shall be reasonable and necessary, in the sole discretion of the Board, for the Association to accomplish the purposes of the Master Declaration; and the Association may also take any action reasonably necessary in the Board's sole discretion to effectuate any such right, privilege, or purpose; and

WHEREAS, Section 3.04 of the Master Declaration provides for the responsibility of the Association to operate, manage, regulate, maintain, repair, and replace the Common Areas, including without limitation Limited Common Areas; and

WHEREAS, Section 3.06 of the Master Declaration empowers the Association to administer and enforce the Master Declaration, including power to grant easements or rights of way for utilities to serve Common Areas, to employ or contract with a manager to perform all or any part of the duties and responsibilities of the Association, to delegate its power to committees officers and employees, to contract with such persons as may reasonably be necessary or desirable to effectuate the purposes of the Master Declaration, to acquire and dispose of Common Areas, to obtain insurance policies, to take action to enforce the terms and provisions of the Articles, Bylaws, Master Declaration, and Rules and Regulations, to collect Assessments and enforce liens, to lease, license or grant other rights to use the Common Areas to third parties, and to perform any other powers provided for in the Master Declaration; and

WHEREAS, when constructed, each of the Units within the Service Area will contain a single-family residence that will be attached to one or more other single-family residence(s) (each, an "**Attached-Unit**"). The single-family residence in the Service Area may be referred to herein as a "Unit" or an "Attached-Unit", as the case may be; and

WHEREAS, Declarant, Builder, and Association desire to establish a Service Area within the Pod 20 Townhomes pursuant to Article 3 of the Master Declaration and designate certain areas and improvements therein as Common Areas and Limited Common Area and assign particular Units to such Service Area, and impose on those Units additional covenants, conditions, restrictions, and reservations of easements thereon in addition to those set forth in the Master Declaration; and

NOW, THEREFORE, Declarant, Builder, and Association declare that all of the Pod 20 Townhomes and its designated Common Areas and Limited Common Areas shall be held, sold and conveyed subject to the rights, covenants, conditions, restrictions, equitable servitudes, reservations, liens, charges and obligations hereinafter set forth, all of which are for the purpose of benefitting the Pod 20 Townhomes and which shall run with the Pod 20 Townhomes and be binding on all parties having any right, title or interest therein, or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion thereof.

1. The Service Area.

- a. **Designation of Service Area.** By this Supplement, that portion of the Pod 20 Townhomes described in Exhibit A attached hereto is hereby designated and established as a Service Area

under the Master Declaration and such Service Area shall be known as: Service Area 1 - Pod 20 (the “Service Area”).

- b. Land Use Classification. The Pod 20 Townhomes lots may only be used for single-family residential townhomes and related common areas as described herein.
- c. Service Area Common Areas. All Common Areas and the improvements and amenities thereon, owned or maintained by the Association, exclusively serving areas within the Service Area (if any) are hereby designated as Limited Common Area in the context of the broader Community, for the exclusive use of the Owners of the Service Area and their guests and invitees and not for any other Owners or other persons and shall herein be known and referred to as the “Service Area Common Areas”.
- d. Service Area Limited Common Areas. All areas within the Service Area marked as Limited Common Area on the Plat shall herein be known and referred to as the “Service Area Limited Common Area”.
- e. Easement of Enjoyment. Each Owner and resident of an Attached-Unit within the Service Area, and their permitted guests and invitees, is hereby granted a right and easement of enjoyment of the Service Area Common Areas consistent with other Common Area easements contained in the Master Declaration and such easements shall be appurtenant to and shall pass with title to every Attached-Unit subject to the terms of the Master Declaration and any Rule established by the Association.
- f. Master Association Easement. The Association, its Board, manager, employees, agents, and contractors shall have non-exclusive easements on, over, across, under, and through the Service Area Common Areas to perform their duties as assigned by the Board. The Association, its Board, manager, employees, agents, and contractors shall also have non-exclusive easements on, over, across, under, and through lots, Attached-Units, and Service Area Limited Common Areas as needed to perform its duties and obligations under this Declaration and the Master Declaration, including for the maintenance, repair, and replacement of portions of the lots, Attached-Units, and/or Service Area Limited Common Areas.
- g. Builder Easement. Each Owner of an Attached-Unit shall permit free access thereon by Declarant and Builder for the purpose of maintaining or repairing any improvement within the Service Area or enforcing any provision of this Supplemental Declaration or the Master Declaration, and Declarant and Builder shall have the right, but not the obligation, to take affirmative action pursuant to this Section 1(g).
- h. Conveyance of Service Area Common Areas. Upon completion of the construction of the applicable Service Area Common Areas, Builder shall promptly take any and all reasonable steps to convey title to any of the Service Area Common Areas to the Association, free and clear of all liens and encumbrances. Those necessary steps may include, without limitation, preparation and execution of any documents and/or gift deeds relating to the Service Area Common Areas, which deeds, or other document, shall be in form and substance reasonably acceptable to the Association.
- i. Declarant Rights. The Declarant or the Association may, from time to time, construct walls, fences, or gates and other improvements within the Service Area to restrict access to the Service Area Common Areas, as provided herein to the Owners or other persons entitled to

the use thereof. Nothing in this Section shall limit or restrict in any way any of the rights or authority of the Association or the Declarant under the Declaration in or to the Service Area Common Areas, including any rights to access, maintain, improve, modify, or change the Service Area or any Service Area Common Areas located thereon. The Service Area Common Areas shall continue to be developed, improved, operated, maintained, and replaced as Common Areas in accordance with this Declaration and the Master Declaration.

- j. Expansion or Modification of the Service Area. Declarant may, from time to time, expand or modify the Service Area by a resolution of the Board to add or remove Service Area Units or to expand the use of the Service Area Common Areas located thereon to include the Units of any expanded or additional Service Area and their guests and invitees. Notwithstanding anything in this Supplemental Declaration to the contrary, the Association may not alter or modify the Service Area in a manner that would materially and adversely affect the ingress, egress, or access to lots or Attached-Units within the Service Area.

2. Service Area Administration.

- a. Subject to the Master Declaration Generally. The Service Area and each Owner of an Attached-Unit therein is subject to the Master Declaration and shall comply with the restrictions therein and imposed thereby. In case of any conflict between the Master Declaration and this Supplemental Declaration, the Master Declaration shall prevail.
- b. Associations Powers. The Association shall do what is reasonably necessary and within its powers to provide for the operation, maintenance, regulation, administration, and enforcement of the Service Area. The Association may delegate parts or all of the Service Area responsibilities to a Service Area Manager and/or Service Area Committee.
- c. Service Area Manager. The Association may appoint a “**Service Area Manager**” to perform all or any part of the duties and responsibilities of the Association with regards to the Service Area.
- d. Service Area Committee. The Unit Owners of the Service Area, by a majority vote of the Owners, may, but shall not be required to, elect a “**Service Area Committee**” of either three (3) or five (5) persons to represent the Service Area after 100% of the Service Area Units are completed and sold by the Builder. The Service Area Committee shall meet periodically in coordination with the Service Area Manager to discuss the issues and business of the Service Area. The Board shall consider the reports and recommendations of the Service Area Committee but nothing in this Supplemental Declaration shall require the Board to take any particular action with respect thereto.

3. Association Maintenance.

The Association shall do what is reasonably necessary and within its powers to operate, regulate, maintain, repair, improve, or replace the Service Area Common Areas. The Association shall provide a minimum level of maintenance and care for the Service Area Common Areas as provided hereunder:

- a. Service Area Common Areas. The Association shall provide for the regular maintenance and repair of the Service Area Common Areas and all of the improvements, facilities, and amenities thereon in a good and attractive condition at all times.
- b. Landscape Maintenance and Snow Removal. The Association shall provide snow removal services on designated Service Area walkways and roads, but not on walkways and driveways

that serve a single unit, unless otherwise put forth by the Board in a resolution that those areas are to be maintained by the Association. The Association shall maintain the surrounding landscapes of all buildings within the Service Area. All such landscape maintenance and snow removal services shall be provided in a uniform fashion and assessed as a Service Area Common Expense to all Units within the Service Area equally regardless of lot or unit type.

- c. **Maintenance Standards.** The Board in its sole discretion shall determine the maintenance standards of the Service Area. The Board may increase the level of maintenance and add or remove maintenance services depending on the specific needs of the Service Area.
- d. **Service Area Reserves.** After the Change in Control Date, the Association shall obtain a reserve study outlining the cost of the long-term replacement and repair of the specific Service Area Common Areas and Shared Lot Common Area (defined below) listed below. The Association shall be responsible for the long-term replacement and repair of the Service Area Common Areas and any specific Shared Lot Common Area identified in the Service Area reserve study. The cost of replacing or improving the reserve items shall be applied equally to the units directly benefiting from the improvements.
 - i. The Service Area Reserves shall fund the following specific items:
 - 1. The replacement and repair of the Service Area Common Area with a useful life of three years or more such as common walkways, fences, park facilities, monuments, signs, parking areas, private roads, and streetlights.
 - 2. The replacement of Attached-Unit shared roofs every 30 years or as recommended in the reserve study.
 - 3. The caulking and painting of Attached-Unit exteriors every 10 years or as recommended in the reserve study.
 - 4. The replacement of individual walkways and driveways every 30 years or as recommended in the reserve study.

4. Owner Maintenance.

- a. Unless otherwise specified in this Supplemental Declaration, All Service Area Owners are responsible for cleaning, repairing, replacing, and otherwise maintaining in good condition at all times, all elements of their lots or Attached-Units and any Shared Lot Common Area appurtenant thereto including, but not limited to:
 - i. the primary structure, including the footings, foundation, framing, sheathing, flashings, seals, and weatherstripping;
 - ii. roof, including the shingles, fascia, soffits, soffit covers, drip edges, flashings, seals, the gutters and downspouts, and waterproofing;
 - iii. insulation in the attic, exterior walls, interior walls, ceilings, and floors;
 - iv. exterior finishes including the siding, masonry, paint, and calking/sealing;
 - v. exterior fixtures such as lighting fixtures, vents, pipes, covers, address numbers, etc;

- vi. windows and doors, including all windows, doors, garage doors, utility doors, and their hardware, finishes, and weatherproofing;
- vii. utilities, including water, power, gas, and internet systems, their meters, lines, valves, boxes, panels, breakers, shutoffs, regulators, backflows, and fixtures;
- viii. unit interior, including all interior finishes, fixtures, appliances, equipment, furniture, décor, and all personal property;
- ix. mechanical and electrical systems, including HVAC, water heating and filtration, security systems, solar power systems, and fire safety and suppression systems;
- x. all limited common patios, porches, yards, enclosed areas, decks, balconies, and fences that serve a single lot or Attached-Unit; and
- xi. any additional maintenance services servicing a particular unit such as pest control services, window washing, cleaning, or power washing.

b. **Owner Maintenance Neglect.** The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any lot or Unit for the purpose of maintaining and repairing such lot or Unit or any improvements thereon or any part thereof that the Owner is responsible to maintain and repair; but only if the Owner fails to maintain and repair the same, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such lot or Unit in violation of this Declaration or any Rules and Regulations of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein as provided in Section 5.04 of the Master Declaration. All costs incurred by the Association in remedying Owner maintenance neglect shall be an individual Assessment against the Owner's lot or Unit.

c. **Owner Damage.** Damage or disrepair caused by an Owner, or their guests or invitees, to the building, Unit, lot, fixtures, limited common areas, or Service Area Common Areas, or Shared Lot Common Area, whether maintained by the Owner or the Service Area, shall be repaired at the sole expense of that Owner.

d. **Design Review and Approval.** Pursuant to Article 6 of the Master Declaration, all changes and modifications to the exterior of a Unit must be in compliance with the Design Guidelines and be reviewed and approved by the Jordanelle Design Review Committee (JDRCC) prior to installation. However, the Declarant shall be exempt from the provisions of this subsection.

5. Maintenance of Shared Lot Common Area.

- a. All common elements of Attached-Unit structures such as, but not limited to, a shared roof, shared wall (party wall), shared exterior, shared building foundation, shared landscaping, shared fence, or shared utility lines, which are limited to serving two or more Attached-Units within the same Attached-Unit structure shall constitute Shared Lot Common Area (as further defined in the Master Declaration).

- b. By acceptance of a deed to an Attached-Unit, each Owner hereby acknowledges, agrees, and understands that it is essential that all Shared Lot Common Area be maintained in good condition and repair to preserve the integrity of lots or Attached-Units as they are used and occupied by Owners.
- c. The Owners directly benefited by any Shared Lot Common Area shall be fully and personally responsible for the cost of maintaining such item(s) in good condition and repair, including the making of replacements as needed in proportion to their ownership thereof, unless the Shared Lot Common Area is specified as Association responsibility in this Supplemental Declaration. With respect to structural components of the Shared Lot Common Area, the Owners benefitted by the Shared Lot Common Area agree to share equally in the cost of maintenance and upkeep thereof in good condition and repair, including the replacement thereof as necessary. Notwithstanding the foregoing, if the need for maintenance or repair of Shared Lot Common Area is caused through the willful or negligent act of any Owner or their occupant, guest, or invitee, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner.
- d. Each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Shared Lot Common Area appurtenant to their Lot or Attached-Unit.
- e. If there is a dispute over the responsibility for maintenance or repair of Shared Lot Common Area, the Association may, but shall not be required to, intervene and determine each Owner's responsibility. The Association shall have the powers set forth in this Supplemental Declaration and the Master Declaration to remedy any neglect in performing Shared Lot Common Area maintenance responsibilities.

6. Service Area Assessments.

- a. Declarant Exemption. Notwithstanding anything contained in this Supplemental Declaration to the contrary, the Declarant shall not be obligated to pay any assessments described herein on any lot or Unit owned by it until such time as the Declarant elects in writing to pay assessments, and only for so long as the Declarant elects to pay assessments. In addition, the Declarant may exempt lots or Units owned by Declarant affiliates from the payment of assessments prior to the Change in Control Date, in the Declarant's sole discretion.

Upon written approval from Declarant, lots or Units owned by a Builder may be exempt from assessments until the earlier of: (a) the sale or transfer to a third-party purchaser that does not qualify as a Builder, or (b) the actual occupancy of the Unit after receipt of a certificate of occupancy. Lots and Units used exclusively as model homes or sales offices approved by Declarant may also be exempt from assessments in Declarant's discretion. Builder assessment exemption rights granted herein shall not apply to Specific Assessments

- b. Service Area Assessments. The costs, expenses, and reserves for the management, operation, maintenance, and repair of the Service Area shall be accounted for separately from the other Association expenses, included in a separate Budget for each such area, and separately assessed to the Units assigned the Service Area. Such Assessments levied against Service Area Units, in the context of the Master Declaration, are a type of Special Assessments hereby known and referred to as "**Service Area Assessments**".

- c. Service Area Reinvestment Fee Assessments. A portion of the Reinvestment Fee Assessment collected at the closing of any sale or transfer of title of a Unit, pursuant to Article 11 of the Master Declaration, may be allocated and given to the Service Area to supplement the Service Area operating and reserve funds.
- d. Subject to Master Declaration. All Service Area Assessments pursuant to this Section shall be subject to the requirements of Article 11 of the Master Declaration. The separate Service Area Assessments assessed to each designated Service Area Unit shall be in addition to any Assessments given to Units by the Association pursuant to the Master Declaration.

7. Service Area Rules and Regulations. The Association may put in place specific Service Area Rules and Regulations in a resolution of the Board. Service Area Rules and Regulations shall be an extension of and not a replacement for the Association Rules and Regulations and shall apply only to the Service Area they were created for. The Service Area Manager and Service Area Committee may make recommendations and advise the Board regarding Service Area Rules and Regulations. Service Area Unit Owners are subject to the Association's Enforcement policies and procedures as provided in Article 9 of the Master Declaration.

8. Service Area Insurance. The Association shall obtain insurance for the Service Area as required in the Master Declaration, the Act, or as may be reasonable and necessary for the maintenance and protection of the Association and the Service Area.

- a. Property Insurance.
 - i. Coverage. The Association shall provide blanket property insurance covering the physical structure of all Attached-Units, limited common area appurtenant to a dwelling on a lot or Attached-Unit, and Service Area Common Areas, insuring against "all risks" of direct physical loss commonly insured against, including coverage for any fixture, improvement, or betterment installed by an Owner to an Attached-Unit or to a Limited Common Area appurtenant to a dwelling on a lot or Attached-Unit, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint wall covering, window, and any other permanently part of or affixed to an Attached-Unit or to a Limited Common Area.
 - ii. Amount. The insurance will be for an amount (after application of any deductions) equal to one hundred percent (100%) of the actual cash value of the covered items at the time the insurance is purchased and at each renewal date. The Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the insured items, and the cost of such appraisals shall be a Service Area expense.
 - iii. Other Provisions. Insurance policies required by this Section shall provide that:
 - 1. Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Service Area Common Areas or membership in the Service Area.
 - 2. The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner.

3. An act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
4. If a loss occurs that is covered by the Service Area's policy and by the policy or policies of one or more Owner, the Service Area's policy shall provide primary insurance coverage and the policy or policies of the Owner(s) applies to that portion of the loss attributable to the policy deductible of the Service Area. The Owners shall be responsible for the Service Area's policy deductibles in proportion to the damage suffered in a covered claim to each Owner's unit as determined by the Board.
5. Losses must be adjusted with the Service Area.
6. Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but in any case, it is to be held in trust for each Owner and the Owner's Mortgage.
7. The insurer may not cancel or refuse to renew the policy until thirty (30) days after Notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Owner and to each holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
8. The name of the insured shall be substantially as follows: Jordanelle Ridge Master Association, for the use and benefit of the individual Owners within the Service Area 1 - Pod 20.

b. **Liability Insurance.** Liability insurance, including medical payments insurance, will be maintained as determined by the Board. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Service Area Common Areas and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

1. Each Owner in the Service Area is an insured person under the policy with respect to liability arising out of the Owner's interest in the Service Area Common Areas or membership in the Service Area.
2. The insurer waives the right to subrogation under the policy against an Owner in the Service Area or member of the household of an Owner in the Service Area.

c. **Directors and Officers Insurance.** The Association may obtain Directors and Officers liability insurance protecting the Board, the Declarant, the officers, and the Association against claims of wrongful acts and mismanagement. To the extent reasonably available, this policy shall include coverage for: (1) failure to maintain adequate reserves, (2) failure to maintain books and records, (3) failure to enforce Governing Documents, (4) breach of contract, (5) volunteers and employees, (6) monetary and non-monetary claims, (7) claims made under fair housing act or similar statutes or that are based on discrimination or civil rights claims, and (8) defamation. In the discretion of the Board, the policy may also include coverage for the Manager and its employees and may provide that such coverage is secondary to any other policy that covers the Manager or its employees.

- d. **Right and Duty of Owners to Insure.** It is the responsibility of each Owner to provide insurance on his or her Unit, personal property, and all other property and improvements on or part of the Unit. Nothing herein shall preclude any Owner from carrying any liability insurance as such Owner deems desirable to cover the Owner's individual liability for damage to person or property occurring on or within the Owner's Unit or elsewhere with the Service Area. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Service Area. The Association shall have no obligation to obtain or maintain any insurance covering Owner's personal and real property.
- e. **Premiums.** Insurance premiums for insurance carried or to be carried by the Association for the Service Area Common Areas shall be a Service Area expense unless the Board otherwise determines consistent with the Master Declaration.
- f. **Other Insurance.** The Association may carry other insurance on the Service Area which the Board considers appropriate to protect the Association and/or the Owners.

9. Additional Disclosures. WITHOUT LIMITING ANY OTHER PROVISION IN THIS SUPPLEMENTAL DECLARATION, BY ACQUIRING TITLE TO AN ATTACHED-UNIT IN THE SERVICE AREA, OR BY POSSESSION OR OCCUPANCY OF A UNIT IN THE SERVICE AREA, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, IF ANY, AND THEIR RESPECTIVE FAMILY, GUESTS AND OTHER INVITEES TOGETHER WITH ANY OTHER PERSON, WHO IS PHYSICALLY RESIDING IN AN ATTACHED-UNIT AS WELL AS HIS OR HER FAMILY MEMBERS, GUESTS AND OTHER INVITEES (AS USED IN THIS SECTION 7, COLLECTIVELY, "OWNER"), SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

- a. **Nature of Attached-Units.** Once constructed, each Attached-Unit in the Service Area will contain a single-family residence that will be attached to one or more other single-family residence(s). Owners within the Service Area may hear noises, feel vibrations and smell cooking, smoking and other odors from adjoining residences. Neither Declarant nor Builder makes (nor has made) any representations or warranties whatsoever to Owners with respect to the level of noise or vibrations that may be heard or felt from adjacent residences at any point in time; and neither Declarant, Builder nor board of directors of the Master Association may restrict cooking or smoking withing townhome units to assure that all townhome units will be free of odors emanating from neighboring Units.
- b. **Maintenance Obligations of Owners.** Each Owner of an Attached-Unit in the Service Area is required to maintain the Attached-Unit as if it were a single-family detached home. Specifically, each Owner is responsible to maintain the Attached-Unit including those items specifically enumerated in Section 4 and any items not specifically the obligation of the Association pursuant to this Supplemental Declaration.

10. General Provisions.

- a. **Amendments.** Declarant reserves the right to amend this Supplemental Declaration in accordance with Section 3.02 of the Master Declaration. After the Change in Control Date, this Supplemental Declaration may be amended upon the affirmative vote of a majority of the Board plus a majority of the Owners subject to this Supplemental Declaration.

- b. Dispute Resolution. Any dispute related to the Service Area, the Service Area Committee or any other matters hereunder shall be subject to the Master Declaration.
- c. Waiver. No provision contained in this Supplement is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- d. Invalidity. The invalidity of any provision of this Supplement does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and if a provision is invalid, all of the other provisions of this Supplement shall continue in full force and effect.
- e. No Public Right or Dedication. Nothing contained in this Supplement shall be deemed to be a gift or dedication of all or any part of the Pod 20 Townhomes to the public, or for any public use.
- f. Public Infrastructure District. Section 1.08 of the Master Declaration provides for the formation of one or more Public Infrastructure Districts. On June 28, 2022 a Notice of Public Infrastructure District for Jordanelle Ridge Public Infrastructure District No. 2 was recorded as Instrument No. 521440 in Book 1414 Page 677-681 of the Official Records of Wasatch County, Utah (and as amended or supplemented from time to time). This Subdivision is part of the Jordanelle Ridge Public Infrastructure District No. 2.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, this Supplemental Declaration is made by Declarant and Builder as of
February 24th, 2023.

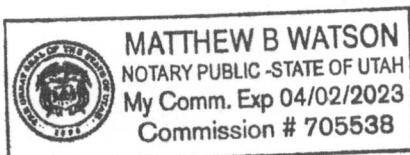
DECLARANT:

By: Jordanelle REF Acquisition LLC, a
 Delaware limited liability company

By: 
 Cody Winterton, Authorized Signatory

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

The within instrument was acknowledged before me this 24th day of February 2023 by Cody Winterton in his capacity as the Authorized Signatory of the Declarant, Jordanelle REF Acquisition LLC, a Delaware limited liability company, owner of the Property.




 NOTARY PUBLIC

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]

BUILDER:

Lennar Homes of Utah, LLC,
a Delaware limited liability company

By: [Builder Agent]

By: 
Name: Bryson Fish
Title: Division President

STATE OF Utah)
) ss
COUNTY OF Salt Lake)

This instrument was acknowledged before me on April 17, 2023 by
Bryson Fish as Division President of Lennar Homes of Utah, LLC.


Notary Public

My Commission Expires: 03302026



EXHIBIT A
Service Area 1 - Pod 20 Units

Real property in the City of Heber, County of Wasatch, State of Utah, described as follows:

UNITS P20-1-101, P20-1-102, P20-1-103, P20-1-104, P20-1-105, P20-1-106, P20-1-107, P20-1-108, P20-1-109, P20-1-110, P20-1-111, P20-1-112, P20-1-113, P20-1-185, P20-1-186, P20-1-187, P20-1-188, P20-1-189, P20-1-190, P20-1-191, P20-1-192, and P20-1-193 of the JORDANELLE RIDGE VILLAGE 2 POD 20A PHASE 1 subdivision plat, as recorded in the office of the Wasatch County Recorder, State of Utah on October 19th, 2022 as Entry #525969, Book 1426 Page 660