

When Recorded Return to:  
DAICLH, LLC  
14034 South 145 East, Suite 204  
Draper, UT 84020

ENT 8217:2025 PG 1 of 3  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2025 Feb 05 12:36 PM FEE 110.00 BY AS  
RECORDED FOR Miller Harrison LLC  
ELECTRONICALLY RECORDED

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR FIREFLY TOWNHOME SUBASSOCIATION NO. 1**  
(NPA 8 Phase A Plat 5)

This SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIREFLY TOWNHOME SUBASSOCIATION NO. 1 ("Supplemental Declaration") is executed and adopted by DAICLH, LLC, a Utah limited liability company ("Declarant").

**RECITALS**

A. This Supplemental Declaration shall supplement the Declaration of Covenants, Conditions and Restrictions for Firefly Townhome Subassociation No. 1 ("Declaration") recorded with the Utah County Recorder's Office on October 31, 2024, as Entry No. 75946:2024, and any supplements or amendments thereto.

B. DAICLH, LLC is the Declarant as identified and set forth in the Declaration.

C. DAICLH, LLC is the owner of the Subject Property and consents to the recording of this Supplemental Declaration.

D. This Supplemental Declaration shall provide notice to the Owners of Lots within the property identified on Exhibit A attached hereto, that all of such Lots and parcels are subject to the Declaration.

E. Pursuant to Article XII, Section 12.2 and Article XIV, Section 14.1 of the Declaration, the Declarant has the authority to amend the Declaration to annex Additional Land to the Project. Declarant now desires to add a portion of the Additional Land as hereinafter provided for.

F. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

**TERMS OF SUBMISSION**

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

1. Annexation of Additional Land. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "Subject Property") is submitted to the Declaration, and properly

annexed into the Project.

2. Plats. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on the **FIREFLY NPA 8 PHASE A PLAT 5** subdivision map, which is recorded in the office of the Utah County Recorder.

3. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and assessments set forth in the Declaration and all supplements and amendments thereto.

4. Association Membership. The Owner of each Lot or Parcel within the Subject Property shall be a member of Firefly Townhome Subassociation No. 1 ("Association") and shall be entitled to all benefits of such membership and shall be subject to the terms governing the Association as set forth in the Declaration and Bylaws. Each Owner is allotted one vote in the Association per Lot owned.

5. Apportionment of Common Expenses. The Association Common Expenses shall be apportioned among the Lots within the Subject Property in accordance with the Declaration.

6. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the terms, provisions and limitations set forth in the Declaration.

7. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

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IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 3 day of February, 2025.

**DECLARANT**

**DAICLH, LLC**

a Utah limited liability company

By: 

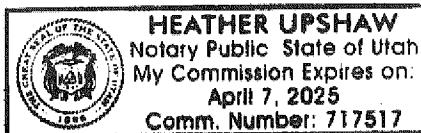
Name: DAVID VITEK

Title: PRESIDENT / PARTNER

STATE OF UTAH )  
COUNTY OF Salt Lake) ss.

On the 3 day of February, 2025, personally appeared before me  
David Vitek who by me being duly sworn, did say that she/he is an  
authorized representative of DAICLH, LLC, and that the foregoing instrument is signed on  
behalf of said company and executed with all necessary authority.

Notary Public: Heather Upshaw



**EXHIBIT A**  
**SUBJECT PROPERTY LEGAL DESCRIPTION**

**Lots 521 through 565 of FIREFLY NPA 8 PHASE A PLAT 5**, according to the official plat filed in the office of the Utah County Recorder on January 3, 2025, as Entry No. 537:2025.

**Parcel Numbers:** 39:393:0521 through 39:393:0565

**\*\*\* This Supplemental Declaration shall not be recorded against Lots 501 through 520 \*\*\***