

When Recorded Return To:

Oquirrh Wood Ranch, LLC
14034 S. 145 E. Ste. 204
Draper, Utah 84020

**SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR FIREFLY
(NPA 5 Phase A Plat 1)**

This Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Firefly ("**Supplemental Declaration**") is executed and adopted by Oquirrh Wood Ranch, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Supplemental Declaration shall amend and supplement the Master Declaration of Covenants, Conditions, and Restrictions for Firefly recorded in the office of the Utah County Recorder on May 20, 2024, as Entry No. 33096:2024 (the "**Master Declaration**"), by annexing certain Additional Land into the Project as identified herein. See Exhibit A.

B. Oquirrh Wood Ranch, LLC is the Declarant as identified and set forth in the Master Declaration.

C. Cedar Valley Developers, LLC is the owner of the Subject Property and consents to the terms of this Supplemental Declaration and its recording.

D. As per Sections 14.1 and 15.2 of the Master Declaration, Declarant reserved the right to unilaterally amend and supplement the Master Declaration and to expand the Project with the addition of all or a portion of the Additional Land. Declarant now desires to add a portion of the Additional land as hereinafter provided for.

E. As of the date of this Supplemental Declaration, the Control Period remains in effect.

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

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

ANNEXATION

1. **Annexation of Additional Land.** Declarant hereby confirms that all of the real property identified and described in Exhibit A attached hereto, together with (i) all buildings, 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 and properly annexed into the Project and made subject to the Master Declaration.

2. **Plats.** The real properties described in Section 1 above, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Master Declaration, are more particularly set forth on the **NPA 5 PHASE A PLAT 1** subdivision map, which plat map is to be 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, and liens set forth in the Master Declaration and all supplements and amendments thereto except as provided in Section 4 of this Supplemental Declaration.

4. **Membership.** The Owner of each Lot or parcel within the Subject Property shall be a member of the Firefly Master Association (“**Master Association**”) and shall be entitled to all benefits of such membership as set forth in the Master Declaration and shall be subject to the Master Declaration, except as set forth herein.

5. **Allocated Interests.** In accordance with the Master Declaration, each Lot shall be assigned an Allocated Interest factor of 1 for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Master Declaration or the Act.

6. **Allocation of Regular Assessments.** Each Lot within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Regular Assessments levied by the Master Association as permitted under the Declaration.

7. **Benefit Assessment Area.** In addition to the rights and obligations set forth in the Declaration and this Supplemental Declaration, certain Lots within the Subject Property may also be subject to additional rights and obligations as set forth in a Board Resolution that creates a Benefit Assessment Area. Benefit Assessment Areas may be established to govern or maintain facilities or amenities unique to the benefitted Lots including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other private Parcels or Limited Common Areas exclusive to the Benefitted Area Lots. Unless otherwise set forth in a Board Resolution creating a Benefit Assessment Area, or additional Supplemental Declaration, the Lots within the Subject Property shall be subject to the general maintenance allocations set forth in the Declaration.

8. **Animals.** The number of animals permitted to be kept on Lots within the Neighborhood Planning Area 5 is 6 large animals and 6 small animals. Large animals include horses, mules/donkeys, cattle, llamas, and ostriches and small animals include roping steers, goats, sheep, hogs, and pigs. The definitions for large and small animals shall be in compliance with the definitions for animals and fowl set forth in the “Community Plan” within the Firefly Development Agreement. The Board or DRC may adopt additional Rules that vary or expand the animal restrictions contained in this Section or in the Declaration, including variance to the animal limit.

9. **Recreational Vehicle Parking.** The Lots comprising the Subject Property are large lots with varying intended uses. Therefore, all Lots within the Subject Property shall be

exempt from the prohibition on parking boats, trailers, motorhomes, campers, large trucks, commercial vehicles, trailers, recreational vehicles, off road vehicles, equipment, or the like ("RVs") in backyards of Lots as set forth in Section 11.21 of the Master Declaration, as amended. Instead, Owners and Occupants within the Subject Property are expressly allowed to park RVs to the side of their homes or in any other location on a Lot behind the Dwelling. The Board may adopt further restrictions or exemptions for RV parking within the Subject Property in the Rules.

10. **Reservation of Declarant's Rights.** All rights concerning the Project reserved to Declarant in the Master 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 same terms, provisions and limitations set forth in the Master Declaration.

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

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, has executed this Supplemental Declaration this 25 day of November, 2024.

DECLARANT
OQUIRRH WOOD RANCH, LLC
a Utah limited liability company

Signature: [Signature]

Name: Nathan Shipp

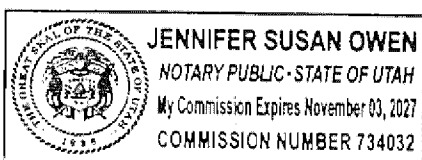
Title: Manager

STATE OF UTAH)
) ss.

COUNTY OF Salt Lake)

On the 25th day of November, 2024, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of Oquirrh Wood Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



IN WITNESS WHEREOF, the owner of the Subject Property consents to the terms and restrictions of the Supplemental Declaration this 25 day of November, 2024.

SUBJECT PROPERTY OWNER
CEDAR VALLEY DEVELOPERS, LLC
a Utah limited liability company

By: _____

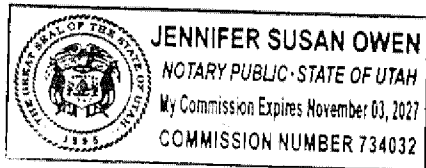
Name: Nathan Shipp

Title: Manager

STATE OF UTAH

COUNTY OF Salt Lake ss.

On the 25th day of November, 2024, personally appeared before me
Nathan Shipp who by me being duly sworn, did say that she/he is an
authorized representative of Cedar Valley Developers, LLC, and that the foregoing instrument
is signed on behalf of said company and executed with all necessary authority.



Notary Public: Jennifer Susan Owen

EXHIBIT A
SUBJECT PROPERTY LEGAL DESCRIPTION

All of **FIREFLY NPA 5 PHASE A PLAT 1**, according to the official plat filed in the office of the Utah County Recorder on October 30, 2024, as Entry Number 75595:2024.

Parcel Number: 39:391:0001 through 39:391:0032