

**AGREEMENT AMENDING DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE SEASONS RESORT COMMUNITY AND  
CONVEYANCE**

THIS AGREEMENT AMENDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SEASONS RESORT COMMUNITY AND CONVEYANCE (hereinafter "Agreement") is made and entered into this 1st day of ~~June~~ <sup>July</sup>, 2015 by and between MMFH, LLC, a Utah limited liability company, whose principal place of business is located at 1540 E. Millbrook Way, Bountiful, Utah, 84010 (hereinafter "MMFH"), ZACK McKEE and TIA McKEE (hereinafter collectively referred to as "McKee"), CISCO HOLDINGS, LLC, a Utah Limited Liability Company, located at 513 West 2500 North, Logan, Utah, 84341 (hereinafter "Cisco"), and SUSAN HAYWARD and H.P. FOX (hereinafter collectively referred to as "Hayward/Fox").

RECITALS:

- A. MMFH is the owner of those certain parcels of real property located in Rich County, Utah, described as Parcel 1 on Exhibit "A" and McKee are the owners of that certain parcel of real property located in Rich County, Utah, described as Parcel 2 on Exhibit "A" attached hereto. Parcel 1 and Parcel 2 are hereinafter collectively referred to as the "Seasons Property".
- B. Cisco is the owner of those certain parcels of real property located in Rich County, Utah, described on Exhibit "B" attached hereto and incorporated by this reference (hereinafter the "Cisco Property").
- C. Hayward/Fox are the owners of that certain parcel of real property located in Rich County, Utah, described on Exhibit "C" attached hereto and incorporated by this reference (hereinafter the "Hayward/Fox Property").
- D. The Seasons Property, Cisco Property and Hayward/Fox Property (collectively the "Properties") are adjacent to one another.
- E. The Seasons Property and the Cisco Property share a common easement of ingress and egress under instrument entitled Joint Cross Right of Way Easement and Maintenance Agreement (herein the "Easement Agreement") and dated December 31, 2014, and recorded in the office of the Rich County Recorder as instrument No. 87544, in Book N11 at page 977.
- F. The Properties are (or may be) subject to the terms, conditions and restrictions of that certain Declaration of Covenants, Conditions and Restrictions for The Seasons Resort

Community (herein the "Declaration") dated January 30, 2008 and recorded February 21, 2008 in the office the Rich County Recorder as instrument No. 73828, in Book No. N10 at page 1827.

G. MMFH, McKee, Cisco and Hayward/Fox constitute all of the owners of record of the real property and improvements that are subject to the Declaration and wish to, by this Agreement, release the Cisco Property (together with Cisco and its successors in interest) and the Hayward/Fox Property (together with Hayward/Fox and their respective successors in interest) from all terms, conditions, restrictions and other effects of the Declaration.

H. The parties intend that the Declaration shall remain in effect, subject to its existing terms and conditions, as to the Seasons Property only.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MMFH, McKee, Cisco and Hayward/Fox do hereby agree as follows:

1. Continuation of Easement. The easements and other rights provided under the Easement Agreement shall remain in effect according to its terms and shall not otherwise be affected by this Agreement.

2. Release of Properties from the Declaration. MMFH, McKee, Cisco and Hayward/Fox, as the owners of the properties described in the Declaration hereby release the Cisco Property and the Hayward/Fox Property from all terms, provisions and restrictions under the Declaration. MMFH and McKee, their respective successors and assigns, shall have no rights in or to the Cisco Property and Hayward/Fox Property, under the terms of the Declaration or otherwise. Likewise, Cisco and Hayward/Fox, their respective successors and assigns, shall have no rights in or to the MMFH and McKee Property, under the terms of the Declaration or otherwise. Additionally, the Cisco Property and the Hayward/Fox Property shall be considered removed from and not subject to the Plat for Phase 1 of the Season Resort Community, recorded February 21, 2008 as Entry No. 73817, in Book N10, at page 1826. To the extent the Season Owners Association, Inc., as defined in the Declaration, has at any time been created or in operation, none of Cisco and Hayward/Fox, their respective successors and assigns, shall have any right to participate therein and shall have no duties or responsibilities thereunder. Likewise, the Season Owners Association, Inc. shall have no claim or right as to the Cisco Property or Hayward/Fox Property.

3. Benefit and Binding Effect. The covenants and restrictions contained in this Agreement shall run with and bind the parties and their successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Properties.

4. Attorney's Fees. In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

5. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

6. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

7. Paragraph Headings. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

8. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

9. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

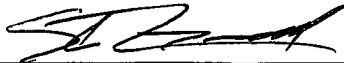
10. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

12. Separate Counterparts. This Agreement is being executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

MMFH, LLC

By   
Its Manager



*Zack McKee*

Zack McKee

*Tia McKee*

Tia McKee

CISCO HOLDINGS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Susan Hayward

\_\_\_\_\_  
H. P. Fox

STATE OF UTAH    )  
                          : ss.  
County of Cache    )

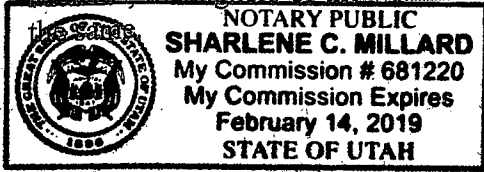
On the \_\_\_\_\_ day of June, 2015, personally appeared before me \_\_\_\_\_,  
who, being by me duly sworn, did say that he\she is the \_\_\_\_\_ of MMFH,  
LLC, and that the said instrument was signed in behalf of said Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )

County of Rich : ss.  
Cache

On the 30<sup>th</sup> day of July, 2015, personally appeared before me ZACK McKEE and TIA McKEE, the signers of the within instrument, who duly acknowledged to me that they executed



Sharlene C. Millard  
NOTARY PUBLIC

STATE OF UTAH )

County of \_\_\_\_\_ ) : ss.

On the \_\_\_\_ day of June, 2015, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of CISCO HOLDINGS, LLC, and that the said instrument was signed in behalf of said Limited Liability Company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )

County of Cache ) : ss.

On the \_\_\_\_ day of June, 2015, personally appeared before me SUSAN HAYWARD, the signer of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )

County of Cache ) : ss.

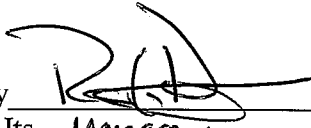
On the \_\_\_\_ day of June, 2015, personally appeared before me H.P. FOX, the signers of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Zack McKee

\_\_\_\_\_  
Tia McKee

CISCO HOLDINGS, LLC

By  \_\_\_\_\_  
Its Manager \_\_\_\_\_

\_\_\_\_\_  
Susan Hayward

\_\_\_\_\_  
H. P. Fox

STATE OF UTAH    )  
                          : ss.  
County of Cache    )

On the \_\_\_\_\_ day of June, 2015, personally appeared before me \_\_\_\_\_,  
who, being by me duly sworn, did say that he\she is the \_\_\_\_\_ of MMFH,  
LLC, and that the said instrument was signed in behalf of said Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Cache )

On the \_\_\_\_ day of June, 2015, personally appeared before me ZACK McKEE and TIA McKEE, the signers of the within instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Cache )

On the 1 day of ~~June~~<sup>July</sup>, 2015, personally appeared before me Roger Dahle, who, being by me duly sworn, did say that he/she is the mng of CISCO HOLDINGS, LLC, and that the said instrument was signed in behalf of said Limited Liability Company.



Terri Boudrero  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Cache )

On the \_\_\_\_ day of June, 2015, personally appeared before me SUSAN HAYWARD, the signer of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Cache )

On the \_\_\_\_ day of June, 2015, personally appeared before me H.P. FOX, the signers of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



~~Zack McKee~~

~~Tia McKee~~

CISCO HOLDINGS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

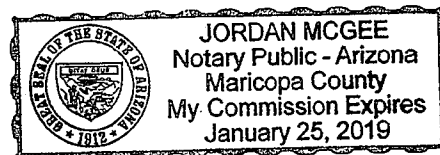
*Susan Hayward*  
Susan Hayward

*H.P. Fox*  
H. P. Fox

Arizona  
STATE OF UTAH )  
Maricopa : SS.  
County of Gache )

On the 07 day of ~~June~~ <sup>July</sup>, 2015, personally appeared before me Susan Hayward and H.P. Fox,  
who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of ~~MMFH,~~  
~~LLC~~, and that the said instrument was signed in behalf of said Corporation. \_\_\_\_\_ duly acknowledged  
to me that they executed the same.

*Jordan McGee*  
NOTARY PUBLIC



**EXHIBIT "A"**

**PARCEL 1:**

**FEE PARCEL:**

All of THE SEASONS RESORT COMMUNITY, a Planned Unit Development, together with all the undivided ownership interest pertaining to each unit in the common areas and facilities, as defined, described and depicted in that certain Declaration of Covenants, Conditions and Restrictions for The Seasons Resort Community, (a Residential Planned Unit Development) recorded February 21, 2008 as Filing No. 73818 in Book N10, Page 1827 and which is further depicted with rights, privileges and easements as shown by that certain plat of said The Seasons Resort Community, a Planned Unit Development recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826, all in the office of the recorder of Rich County, Utah.

Subject, however to:

- A) The provisions of the Utah Condominium Ownership Act.
- B) All provisions of Declaration and Survey Map here before referred to.
- C) All rules and regulations and agreements made and entered into pursuant to the provisions of the said Utah Condominium Ownership Act and said Declaration.

Subject to a commercial/developmental right-of-way easement for ingress, egress and utilities as set forth and created in that certain Jointcross Right-of-Way Easement and Maintenance Agreement recorded December 31, 2014 as Filing No. 87544 in Book N11, Page 911 in the office of the Recorder of Rich County, Utah, over, across, and through the following described land: The Roadway Area identified as SEASONS LANE, a common area, as shown by the official plat of THE SEASONS RESORT COMMUNITY, a Planned Unit Development, recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826 in the office of the Recorder of Rich County, Utah.

**RIGHT OF WAY PARCEL:**

A commercial/developmental right-of-way easement for ingress, egress and utilities as set forth and created in that certain Jointcross Right-of-Way Easement and Maintenance Agreement recorded December 31, 2014 as Filing No. 87544 in Book N11, Page 911 in the office of the Recorder of Rich County, Utah, over, across, and through the following described land: A 40 foot wide right-of-way, beginning on the Westerly end of Seasons Lane (The Roadway Area identified as SEASONS LANE, a common area), as shown by the official plat of THE SEASONS RESORT COMMUNITY, A Planned Unit Development, recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826 in the office of the Recorder of Rich County, Utah, and continuing West from said Beginning point in a Westerly Direction to the East right-of-way line of 300 West and being located over the North 40 feet of the following described parcel: A part of the Northwest Quarter of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Commencing at the rebar monument found at the Northwest corner of Section 21, Township 14 North, Range 5 East of the Salt Lake Base

and Meridian, and running thence North 89°44' 15" East along the North line of said Section as currently monumented 20.49 feet; thence leaving said section line South 00°15'45" East 24.45 feet to the intersection of the South right of way line of 200 North Street and the East right of way line of 300 West Street in Garden City, Utah; thence Southerly along said East right-of-way line the following two courses: 1) South 03°18'52" East, 367.39 feet; 2) thence South 00°07'58" East 184.08 feet to the true point of beginning, and running thence South 89°48'51" East 789.70 feet to the Northwest Corner of The Seasons Resort Community, a Planned Unit Development, as shown by the official plat thereof filed 21February2008 as Filing No. 73817 in the office of the Recorder of Rich County, Utah; thence South 26°21 '55" West 40.32 feet; thence South 10°00'00" West 152.57 feet; thence North 89°34'19" West (West by record) 744.89 feet, more or less, to the East line of 300 West Street, and a point South 00°07'58" East 184.08 feet of the point of beginning; thence North 00°07'58" West 184.08 feet to the point of beginning.

**LESS AND EXCEPTING THEREFROM:**

Units A and D, Building 1, THE SEASONS RESORT COMMUNITY, a Planned Unit Development, together with all the undivided ownership interest pertaining to each unit in the common areas and facilities, as defined, described and depicted in that certain Declaration of Covenants, Conditions and Restrictions for The Seasons Resort Community, (a Residential Planned Unit Development) recorded February 21, 2008 as Filing No. 73818 in Book N10, Page 1827 and which is further depicted with rights, privileges and easements as shown by that certain plat of said The Seasons Resort Community, a Planned Unit Development recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826, all in the office of the recorder of Rich County, Utah.

Subject, however to:

- A) The provisions of the Utah Condominium Ownership Act.
- B) All provisions of Declaration and Survey Map here before referred to.
- C) All rules and regulations and agreements made and entered into pursuant to the provisions of the said Utah Condominium Ownership Act and said Declaration.

**PARCEL "2"**

Unit D, Building 1, THE SEASONS RESORT COMMUNITY, a Planned Unit Development, together with all the undivided ownership interest pertaining to each unit in the common areas and facilities, as defined, described and depicted in that certain Declaration of Covenants, Conditions and Restrictions for The Seasons Resort Community, (a Residential Planned Unit Development) recorded February 21, 2008 as Filing No. 73818 in Book N10, Page 1827 and which is further depicted with rights, privileges and easements as shown by that certain plat of said The Seasons Resort Community, a Planned Unit Development recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826, all in the office of the recorder of Rich County, Utah.

SUBJECT, HOWEVER TO:

- A) The provisions of the Utah Condominium Ownership Act.
- B) All provisions of Declaration and Survey Map here before referred to.
- C) All rules and regulations and agreements made and entered into pursuant to the provisions of the said Utah Condominium Ownership Act and said Declaration.

Subject to a commercial/developmental right-of-way easement for ingress, egress and utilities as set forth and created in that certain Jointcross Right-of-Way Easement and Maintenance Agreement recorded December 31, 2014 as Filing No. 87544 in Book N11, Page 911 in the office of the Recorder of Rich County, Utah, over, across, and through the following described land: The Roadway Area identified as SEASONS LANE, a common area, as shown by the official plat of THE SEASONS RESORT COMMUNITY, a Planned Unit Development, recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826 in the office of the Recorder of Rich County, Utah.

**EXHIBIT "B"**

A part of the Northwest Quarter of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Commencing at the rebar monument found at the Northwest corner of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, and running thence North 89°44'15" East along the North line of said Section as currently monumented 20.49 feet; thence leaving said section line South 00°15'45" East 24.45 feet to the intersection of the South right of way line of 200 North Street and the East right of way line of 300 West Street in Garden City, Utah; thence South 03°18'52" East along said East right of way line, 367.39 feet to the true point of beginning; and running thence North 89°55'34" East along an agreed upon boundary line 790.13 feet; thence South 00°00'00" East 187.67 feet; thence North 89°48'51" West 789.70 feet to the East right-of-way line of 300 West Street; thence North 00°07'58" West along said East right-of-way line, 184.08 feet to the point of beginning.

ALSO: A part of the Northwest Quarter of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Commencing at the rebar monument found at the Northwest corner of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, and running thence North 89°44'15" East along the North line of said Section as currently monumented 20.49 feet; thence leaving said section line South 00°15'45" East 24.45 feet to the intersection of the South right of way line of 200 North Street and the East right of way line of 300 West Street in Garden City, Utah; thence Southerly along said East right-of-way line the following two courses: 1) South 03°18'52" East, 367.39 feet; 2) thence South 00°97'58" East 184.08 feet to the true point of beginning, and running thence South 89°48'51" East 789.70 feet to the Northwest Corner of The Seasons Resort Community, a Planned Unit Development, as shown by the official plat thereof filed 21 February 2008 as Filing No. 73817 in the office of the Recorder of Rich County, Utah; thence South 26°21'55" West 40.32 feet; thence South 10°00'00" West 152.57 feet; thence North 89°34'19" West (West by record) 744.89 feet, more or less, to the East line of 300 West Street, and a point South 00°07'58" East 184.08 feet of the point of beginning; thence North 00°07'58" West 184.08 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED right of way, as described and created In that certain Cross Easement Agreement recorded 13 December 2014, as Filing No. 875, in Book N11, Page 977, in the office of the Recorder of Rich County, Utah, originally granted from Lewiston State Bank, and described as follows:

The Roadway Area identified as SEASONS LANE, a common area, as shown by the official plat of THE SEASONS RESORT COMMUNITY, A Planned Unit Development, recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826 in the office of the Recorder of Rich County, Utah.

SUBJECT TO THAT FOLLOWING DESCRIBED right of way, as described and created in that certain Cross Easement Agreement recorded 13 December 2014, as Filing No. 87544 in Book N11, Page 977, in the office of the Recorder of Rich County, Utah, originally granted to Lewiston State Bank, described as follows:

A 40 foot wide right-of-way, beginning on the Westerly end of Seasons Lane (The Roadway Area identified as SEASONS LANE, a common area), as shown by the official plat of THE SEASONS RESORT COMMUNITY, A Planned Unit Development, recorded February 21, 2008 as Filing No. 73817 in Book N10, Page 1826 in the office of the Recorder of Rich County, Utah, and continuing West from said Beginning point in a Westerly Direction to the East right-of-way line of 300 West and being located over the North 40 feet of the following described parcel: A part of the Northwest Quarter of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Commencing at the rebar monument found at the Northwest corner of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, and running thence North 89°44'15" East along the North line of said Section as currently monumented 20.49 feet; thence leaving said section line South 00°15'45" East 24.45 feet to the intersection of the South right of way line of 200 North Street and the East right of way line of 300 West Street in Garden City, Utah; thence Southerly along said East right-of-way line the following two courses: 1) South 03°18'52" East, 367.39 feet; 2) thence South 00°97'58" East 184.08 feet to the true point of beginning, and running thence South 89°48'51" East 789.70 feet to the Northwest Corner of The Seasons Resort Community, a Planned Unit Development, as shown by the official plat thereof filed 21 February 2008 as Filing No. 73817 in the office of the Recorder of Rich County, Utah; thence South 26°21'55" West 40.32 feet; thence South 10°00'00" West 152.57 feet; thence North 89°34'19" West (West by record) 744.89 feet, more or less, to the East line of 300 West Street, and a point South 00°07'58" East 184.08 feet of the point of beginning; thence North 00°07'58" West 184.08 feet to the point of beginning.

**EXHIBIT "C"**

Lot 4 of the unrecorded Berry Patch Minor Subdivision, described as follows:

A part of the Northwest Quarter of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian.

Commencing at the rebar monument found at the Northwest Corner of Section 21, Township 14 North, Range 5 East of the Salt Lake Base and Meridian and running thence North 89°44'15" East along the North line of said section as currently monumented 20.49 feet; thence leaving said section line South 00°15'45" East 24.45 feet to the intersection of the South right of way line of 200 North Street and the East right of way line of 300 West Street in Garden City, Utah; thence South 03°18'52" East along said East right of way line 367.39 feet; thence North 89°55'34" East upon an agreed upon boundary line 790.13 feet to the True Point of Beginning; and running thence South 00°00'00" East 187.67 feet; thence South 89°48'51" East 342.00 feet to the East right of way line of 100 West Street; thence North 00°00'00" West along said West right of way line 188.86 feet; thence South 89°59'09" West along an agreed upon boundary line 342.00 feet to the point of beginning.

Tax Roll No. 4-21-40-247