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**FIFTH AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF THE  
INN CONDOMINIUMS @ HARBOR VILLAGE  
A UTAH CONDOMINIUM PROJECT**

This FIFTH AMENDMENT TO THE DECLARATION OF CONDOINIUM OF THE INN CONDOMINIUMS @ HARBOR VILLAGE ("Amendment") has been approved and adopted by the vote of the Inn Condominium Owners Association, a Utah nonprofit corporation ("Association") and becomes effective when recorded with the Rich County Recorder's Office.

**RECITALS**

A. The Association governs a condominium project located in Rich County, Utah, as described in **Exhibit 1** ("Property").

B. The Property was made subject to certain covenants, conditions, and restrictions as provided in the "*Declaration of Condominium of the Inn Condominiums @ Harbor Village*", recorded November 17, 1993, as entry No. 44775 with the Rich County Recorder (the "Inns Declaration") as amended.

C. The Inns Declaration was first amended by the *First Amendment to Declaration of Condominium of the Inn Condominiums @ Harbor Village*, recorded September 20, 1996, as Entry No. 49280 (the "**First Amendment**").

D. The Inns Declaration was then amended by the *Second Amendment to Declaration of Condominium of the Inn Condominiums @ Harbor Village*, recorded September 2, 1997, as Entry No. 40899 (the "**Second Amendment**").

E. The Inns Declaration was then amended by the *Third Amendment to Declaration of Condominium of the Inn Condominiums @ Harbor Village*, recorded November 1, 1999, as Entry No. 54848 (the "**Third Amendment**").

F. The Inns Declaration was then amended by the *Fourth Amendment to Declaration of Condominium of the Inn Condominiums @ Harbor Village*, recorded June 3, 2005, as Entry No. 65844 (the "**Fourth Amendment**").

G. On December 14th, 2006, the Association and Trendwest Resorts, Inc., entered into a *Boundary Line Agreement, Quit Claim Deed, Restrictive Covenant and Temporary Construction Access License* dated December 14, 2006 (the "**2006 Boundary Agreement**"), and recorded as Entry No. 71089 in the office of the Rich County Recorder.

H. At the time the Boundary Agreement was executed, no formal vote of the members was conducted or recorded to demonstrate compliance with the requirements of Section

17.05 of the Inns Declaration and Utah Code Ann. § 57-8-7(3) (2006), which mandate a two-thirds (2/3) vote of approval in order to modify common area interests.

I. The 2006 Boundary Agreement imposed an inequitable obligation on the Association to cover all maintenance and repair costs of the Inn New Parcel, while purportedly granting substantial parking rights to third parties who neither joined the Boundary Agreement nor provided any form of consideration for their use.

J. The purpose of this Amendment is to approve the "Revised Boundary Line Agreement," which is attached hereto as **Exhibit B**, as well as the "Inn Condominium Parking Lot Easement and Maintenance Agreement" attached hereto as **Exhibit C** in order to ratify the modification of the common area now known as the Inn New Parcel and replace the restrictive terms previously imposed in the 2006 Boundary Agreement without the consent of the Association's members.

K. Unless specifically modified herein, all remaining provisions of the Declaration, as amended, shall remain in full force and effect.

K. Except as otherwise provided herein, capitalized terms shall have the same meaning and effects as used in the Declaration.

L. In the event that any provision herein is deemed to be unenforceable, the remaining provisions shall remain in full force and effect.

M. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control. This Amendment shall also control over any conflicting provisions in the Articles or Bylaws.

#### AMENDMENT

Pursuant to Section 17.05 of the Declaration and Utah Code § 57-8-7(3), and Utah Code § 10-9a-606(5,) two-thirds ( 2/3) of the voting interest of the Association hereby approve and adopt this Fifth Amendment to the Declaration, approving the modification of common area identified as the "Revised Boundary Line Agreement," which is attached hereto as **Exhibit B**, as well as the "Inn Condominium Parking Lot Easement and Maintenance Agreement" attached hereto as **Exhibit C** including the conditions and restrictions set forth therein. The Association further approves the execution and recording of the same in the office of the Rich County Recorder.

[Signature Page to Follow]

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**CERTIFICATION**

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the foregoing Amendment was approved by at least two thirds (2/3) of the voting interests of the Association.

**Inn Condominium Owners Association**

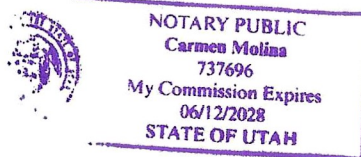
By: *Lorna L Koci*  
Its: Officer/~~Board~~ of Directors

State of Utah            )  
County of DAVIS            ):ss

On this 24<sup>th</sup> day of NOVEMBER, 2025, personally appeared before me Lorna L Koci, who being by me duly sworn, did say that he/she is the President of the Inn Condominium Owners Association; that said instrument was signed by him/her, with authority from the Board, on behalf of said Association; and that the foregoing information is true and accurate to the best of his/her knowledge.

*Carmen Molina*

Notary Public



*LLK*  
*9/24/25*

## **EXHIBIT 1**

**All property within the following plats as recorded in the office of the Rich County Recorder:**

- Inn Condominium - Harbor Village; Recorded as Filing No. 44754
- Inn Condominiums - Harbor Village @ Bear Lake Phase 2; Recorded as Filing No. 49279
- Inn Condominiums @ Harbor Village, Expansion Phase III, Tennis Building; Recorded as Filing No. 50899
- Inn Condominiums @ Harbor Village, Expansion Phase III; Recorded as Filing No. 54848

## EXHIBIT 1

### Phase 1 - 44754

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41-17-070-0103  
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41-17-070-0213  
**Phase 2 - 49279**  
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41-17-000-0030  
41-17-000-0033  
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41-17-000-0050  
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### Phase 2 - 49279

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### Phase 2 - 49279

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**Phase 2 - 49279**

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**Phase 2 - 49279**

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**Phase 3 - 50898**

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**Phase 3 - 50898**

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**Phase 4 - 54848**

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41-17-160-0112

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## REVISED BOUNDARY LINE AGREEMENT

This REVISED BOUNDARY LINE AGREEMENT ("Revised Boundary Agreement") is made and entered between the Inn Condominium Owners Association, a Utah nonprofit corporation (the "Association"), and Wyndham Resort Development Corporation, an Oregon corporation successor-in-interest to Trendwest Resorts, Inc. an Oregon corporation, ("WRDC"), and becomes effective only upon the consent of a two-thirds vote of the unit owners of the Association expressed and when duly recorded with the Rich County Recorder's Office together with the Inn Condominium Parking Lot Easement and Maintenance Agreement recorded concurrently herewith. The Association and WRDC are sometimes referred to herein together as the "Parties" and individually, a "Party."

### RECITALS

A. The Association is the governing body for the four buildings and associated common areas of Phase 2 of the Harbor Village at Bear Lake condominium project located in Rich County, Utah (the "Property"). As such, the Association is the fee simple owner of certain real property in Garden City, Rich County, Utah, which is a portion of the Property and as more particularly described in Exhibit "A" attached hereto (the "Inn Original Parcel").

B. The Property was made subject to certain covenants, conditions, and restrictions provided in the "*Declaration of Condominium of the Inn Condominiums @ Harbor Village*", recorded November 17, 1993, as entry No. 44755 in Book T6 at Pages 053 with the Rich County Recorder (the "Inn Declaration"), as amended.

C. In 2006, Trendwest Resorts, Inc. ("Trendwest"), the predecessor-in-interest to WRDC, was the fee simple owner of certain real property in Garden City, Rich County, Utah, more particularly described in Exhibit "B" attached hereto (the "Trendwest Original Parcel"). Trendwest was also the developer of that certain project known as WorldMark, the Club at Bear Lake located adjacent to the Trendwest Original Parcel (the "Project").

D. The Inn Original Parcel and the Trendwest Original Parcel were adjacent to one another.

E. In 2006, the Parties desired to adjust the common boundary line between the Trendwest Original Parcel and the Inn Original Parcel for the purposes set forth in that certain

Notice of Approval recorded on March 13, 2007 as Entry No.71012 in Book I10 at Pages 1800 in the official records of the Recorder of the County of Rich, State of Utah (“Notice of Approval”). Specifically, the Parties desired to (i) exchange deeds to create the Trendwest New Parcel, more particularly described in Exhibit “C” attached hereto, and the Inn New Parcel, more particularly described in Exhibit “D” attached hereto, (together, the “Parcels”); (ii) encumber the Inn New Parcel with a restrictive covenant for parking; and (iii) preserve the enjoyment of light and view over and across the Inn New Parcel.

F. On December 14th, 2006, the Association and Trendwest entered into a *Boundary Line Agreement, Quit Claim Deed, Restrictive Covenant and Temporary Construction Access License* dated December 14, 2006 (the "2006 Boundary Agreement"), and recorded on March 20, 2007 as Entry No. 71089 in Book I10 at Page 2059 in the office of the Rich County Recorder.

G. The 2006 Boundary Agreement also included an official survey drawing of the Parcels (the “Drawing”) showing, among other things, the location of the desired adjusted common boundary line (the “Boundary Line”) between the Parcels, which Drawing is attached hereto as Exhibit “E.”

H. As set forth in the Notice of Approval, the purpose of the 2006 Boundary Agreement was to adjust the boundary line and convey certain property from Trendwest to the Association, thereby creating the "Inn New Parcel," as defined in the 2006 Boundary Agreement. The Inn New Parcel expanded the original parking area used by the Inn Condominiums (the "Original Parking Parcel"), which was designated as common area on the subdivision plat recorded on September 20, 1996, as Entry No. 49279 in Book M7 at Page 112, for Inn Condominiums - Harbor Village @ Bear Lake Phase 2 ("Plat 2").

I. The 2006 Boundary Agreement also purported to modify the use rights associated with the Inn New Parcel, by encumbering the Inn New Parcel with a restrictive covenant for parking, preserving the enjoyment of light and view over and across the Inn New Parcel, and expanding the group of parties authorized to use it.

J. At the time the 2006 Boundary Agreement was executed, no formal vote of the members of the Inn Condominium Association was conducted or recorded as required by Section 17.05 of the Inn Declaration and Utah Code Ann. § 57-8-7(3) (2006), which both mandate a two-thirds (2/3) vote of approval of the Association owners in order to alter or convey any common area interests.

K. At the time the 2006 Boundary Agreement was executed, the Parties failed to duly record an amended declaration reflecting the attempted alteration of the common area interests as required by Utah Code Ann. § 57-8-7(3) (2006).

L. The Parties desire to amend and replace the 2006 Boundary Agreement with this Revised Boundary Agreement and the terms of the Easement Maintenance Agreement, because

the parking areas affected, including the Original Parking Parcel, are essential for owner parking, and WRDC requires dedicated parking.

M. The Association and WRDC, the current owner of the Trendwest New Parcel, desire to enter into this Revised Boundary Agreement in order to ratify the modification of boundary lines of the common area now known as the Inn New Parcel, which was not previously completed with legal authority, replace the restrictive terms previously imposed pursuant to the *Easement and Maintenance Agreement* recorded concurrently herewith.

**CORRECTIVE BOUNDARY LINE AGREEMENT, QUIT CLAIM DEED AND  
RESTRICTIVE COVENANT**

NOW THEREFORE, in consideration of the forgoing, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are an integral part of the understanding of the Parties and are hereby incorporated into this Revised Boundary Agreement by this reference.

2. Confirmation of Parcel Boundary Lines. The Parties state, confirm, ratify and agree that the common boundary between the Trendwest New Parcel and the Inn New Parcel is the Boundary Line. Each Party hereby acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest or claim in or to any portion of the Parcels outside of the property lines for such Party's Parcel. Each Party covenants not to sue the other Party for any claim asserting rights or ownership in the real property of the other Party based on adverse possession or otherwise.

3. WRDC Quit Claim to Association. By execution of this Revised Boundary Agreement, and in consideration of the benefits conferred herein and under the Easement Maintenance Agreement, the receipt and sufficiency of which are hereby acknowledged, WRDC hereby acknowledges, confirms, and ratifies the boundary lines between the Parcels established in the Drawing by and between WRDC and the Association. Pursuant to the foregoing, WRDC does hereby grant, convey, and forever quitclaim unto the Inn Condominium Owners Association, a Utah nonprofit corporation, and its successors and assigns, all of WRDC's right, title, interest, equity, and estate in and to the Inn New Parcel, as legally described in Exhibit D attached hereto, to have and to hold the same unto the Association, its heirs and assigns forever, together with all tenements, appurtenances, and hereditaments thereunto belonging.

4. Association Quit Claim to WRDC. By execution of this Revised Boundary Agreement, and in consideration of the benefits conferred herein and under the Easement Maintenance Agreement, the receipt and sufficiency of which are hereby acknowledged, the

Inn Condominium Owners Association, a Utah nonprofit corporation, hereby acknowledges, confirms, and ratifies the boundary lines between the Parcels established in the Drawing by and between the Association and WRDC. Pursuant to the foregoing, the Association does hereby grant, convey, and forever quitclaim unto WRDC, its successors and assigns, all of the Association's right, title, interest, equity, and estate in and to the Trendwest New Parcel, as legally described in Exhibit C attached hereto, to have and to hold the same unto WRDC, its heirs and assigns forever, together with all tenements, appurtenances, and hereditaments thereunto belonging.

5. Supersession of the 2006 Boundary Agreement. The Parties expressly agree that this Revised Boundary Agreement, together with the Easement and Maintenance Agreement recorded concurrently herewith, is intended to amend and replace in its entirety the Boundary Line Agreement dated December 14, 2006, recorded March 20, 2007, as Entry No. 71089 in Book I10 at Page 2059 in the office of the Rich County Recorder (the "2006 Boundary Agreement"). Except as to the establishment of the boundary lines, which are hereby confirmed and ratified as set forth herein, all terms, covenants, restrictions, and provisions of the 2006 Boundary Agreement are hereby superseded, terminated, and of no further force or effect.

6. Further Assurances and Covenant to Cooperate. Each Party agrees to cooperate with the other Party's reasonable request to supply additional written assurances to confirm the location of the Boundary Line, provided any expenses arising from such request shall be borne by the requesting Party. Furthermore, the Parties agree to cooperate in any subdivision plat modifications, as may be required by any governmental authority. Specifically, the Association will cooperate with WRDC to effectuate the purposes of this Revised Boundary Agreement by executing and delivering such instruments in form and content as requested by WRDC, and to perform all acts as in manner and form that may be necessary as WRDC shall determine in its sole and exclusive discretion.

7. Enforceability. Each Party agrees that a breach of this Revised Boundary Agreement by it will cause irreparable harm to the other Party. Each Party shall have the full power and authority to enforce compliance with this Revised Boundary Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Revised Boundary Agreement, and if that Party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees. In the event of any litigation regarding this Revised Boundary Agreement, the prevailing Party shall be paid its legal fees by the losing Party. In the event any provision of this Revised Boundary Agreement is illegal, invalid or unenforceable, the remainder of this Revised Boundary Agreement shall not be affected thereby and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8. Binding Effect/Recording in the Real Estate Records. This Revised Boundary Agreement is intended to run with the Parties' respective Parcels and bind the Parties to this Revised Boundary Agreement, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors and administrators. The parties acknowledge this Revised Boundary Agreement shall be recorded in the official records of the office of the County Recorder for Rich County, State of Utah. The Trendwest New Parcel and Inn New Parcel shall be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Revised Boundary Agreement.

9. Incorporation. The Exhibits attached hereto are specifically incorporated herein and made a part of this Revised Boundary Agreement by this reference.

10. Not a Public Dedication. Nothing contained in this Revised Boundary Agreement shall be deemed to be a gift or a dedication of any portion of the Parcels to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Revised Boundary Agreement be strictly limited to and for the purposes expressed herein.

11. Amendment. No changes to this Revised Boundary Agreement shall be valid unless agreed to in writing by both Parties and approved by a two-thirds (2/3) vote of the members of the Association in accordance with the governing documents and applicable law.

12. Authority. The undersigned represent and warrant that each of them has been duly authorized to execute this Revised Boundary Agreement for and on behalf of the respective Parties. the undersigned further represent and warrant that this Revised Boundary Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

13. No Relationship. The Parties hereto do not, by this Revised Boundary Agreement nor by any Party's acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

14. Counterparts. This Revised Boundary Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Applicable Law. This Revised Boundary Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

*[Signature page follows]*

\*\*\*

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned hereby execute this Revised Boundary Agreement:

**Inn Condominium Owners Association**

By: Lorna L. Koci

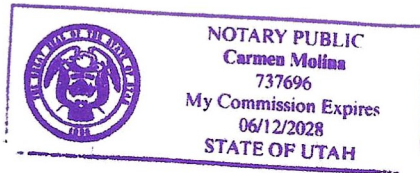
Its: Officer/Board of Directors

Date: 11/24/24

State of Utah            )  
  ):ss  
County of Davis            )

On this 24<sup>th</sup> day of November 2025, personally appeared before me Lorna L. Koci, who being by me duly sworn, did say that he/she is the President of the Inn Condominium Owners Association; that said instrument was signed by him/her, with authority from the Board, on behalf of said Association; and that the foregoing information is true and accurate to the best of his/her knowledge.

Carmen Molina  
Notary Public





## EXHIBIT A

### INN ORIGINAL PARCEL Legal Description and Parcel Numbers

#### Inn Original Parcel

The Inn Original Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point West 453.25 feet and South 270.07 feet from the Northeast Corner of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, and running thence South 06°20'19" East 150 feet; thence South 83°39'41" West 80 feet; thence North 06°20'19" West 150 feet; thence North 83°39'41" East 80 feet to the point of beginning.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in Book E5, Page 461, in the office of the Recorder of Rich County, Utah.

## EXHIBIT B

### TRENDWEST ORIGINAL PARCEL Legal Description and Parcel Number

#### Trendwest Original Parcel

The Trendwest Original Parcel is located in Rich County, Utah and is more particularly described as follows:

A part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 666.89 feet North 88°32'48" West along the Section line and 170.71 feet South from the Northeast corner of said Section 17 and running thence South 125.05; thence East 133.91 feet, more or less, to a point North 06°20'19" West of the Northwest corner of the Parking Area of the Inn @ Harbor Village Homeowner's Association property; thence along the West line of said property South 06°20'19" East 150.05 feet, more or less, to the Southwest corner of the said Parking Area; thence North 83°39'41" East 40.28 along the South line of said Parking Area; thence South 00°02'13" East 0.34 feet to the Westerly boundary of Inn Condominiums - Harbor Village @ Bear Lake Phase 2 in Garden City, Rich County, Utah; thence South 06°22'32" East 248.00 feet along said Westerly boundary and line extended to the Northerly boundary line of Inn Condominiums @ Harbor Village, Garden City, Rich County, Utah; thence three (3) courses along said Northerly boundary as follows: thence South 64°48'41" West 30.11 feet; South 25°11'19" East 40.00 feet; South 64°48'41" West 108.50 feet; thence North 25°11'19" West 69.60 feet; thence West 58.32 feet; thence North 278.69 feet; thence West 186.7 feet; thence North 270.00 feet; thence East 165.00 feet to the point of beginning.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in Warranty Deed recorded in Book E5, Page 461, in the office of the Recorder of Rich County, Utah.

## EXHIBIT C

### THE TRENDWEST NEW PARCEL Legal Description

#### Trendwest New Parcel

The Trendwest New Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, located in the County of Rich, State of Utah described as follows:

Commencing at the Northeast Corner of said Section 17;

Thence N88°32'49"W 532.94 feet along the North line of said Section; thence South 292.36 Feet to the Northwest corner of the parcel defined in filing number 59946 as recorded in the office of the Rich County Recorder;

Thence S06°20'19"E 150.00 feet to the Southwest corner of said parcel, said point also being the point of beginning;

Thence N83°39'41"E 40.28 feet along the South line of said parcel;

Thence S0°02'13"E 0.34 feet to the West line of Inn Condominiums Harbor Village At Bear Lake Phase 2;

Thence S06°22'32"E 248.00 feet along said West line and its prolongation to the North line of Inn Condominiums At Harbor Village;

Thence along said parcel the following three courses:

(1) S64°48'41"W 30.11 feet;

(2) S25°11'19"E 40.00 feet;

(3) S64°48'41"W 108.50 feet;

Thence N25°11'19"W 69.60 feet;

Thence West 58.32 feet to the East line of Worldmark, the Club At Bear Lake Subdivision;

Thence along said subdivision the following four courses:

(1) North 278.69 feet;

(2) West 186.70 feet;

(3) North 270.00 feet;

(4) East 165.00 feet to the Northwest corner of the parcel defined in filing number 58650 as recorded in the office of said County Recorder;

Thence along said parcel the following two courses:

(1) South 125.05 feet;

(2) East 58.45 feet;

Thence S06°20'19"E 158.33 feet;

Thence N83°39'41"E 75.00 feet to the point of beginning.

Containing 2.50 acres, more or less.

## EXHIBIT D

### INN NEW PARCEL Legal Description

#### Inn New Parcel

The Inn New Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, located in the County of Rich, State of Utah described as follows:

Commencing at the Northeast corner of said Section 17;

Thence N88°32'49"W 532.94 feet along the North line of said Section; thence South 292.36 feet to the Point of Beginning, said point also being the Northwest corner of the parcel defined in filing number 59946 as recorded in the Office of the Rich County Recorder;

Thence along said parcel the following three courses:

(1) N83°39'41"E 80.00 feet;

(2) S06°20'19"E 150.00 feet;

(3) S83°39'41"W 80.00 feet;

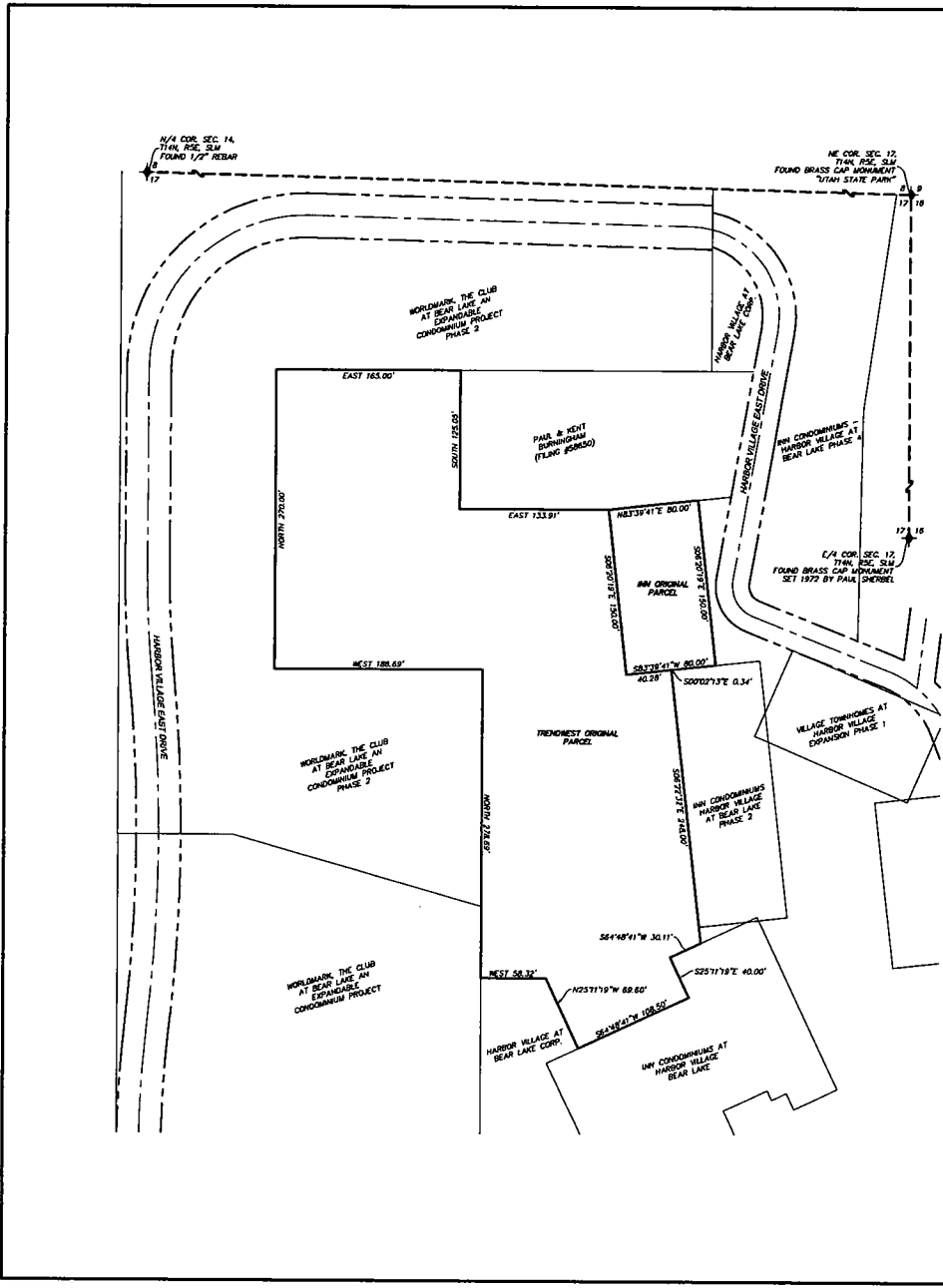
Thence continuing S83°39'41"W 75.00 feet;

Thence N06°20'19"W 158.33 feet to a point in the South line of the parcel defined in filing number 58650 as recorded in the Office of the Rich County Recorder;

Thence East 75.46 feet along said South parcel line to the Point of Beginning.

Containing 0.54 acres, more or less.

**EXHIBIT E**  
**DRAWING**

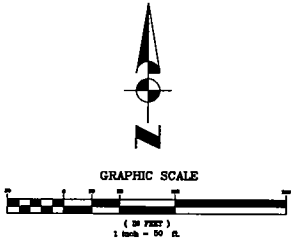


**BOUNDARY DESCRIPTIONS**

**BNL ORIGINAL PARCEL:**  
 PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT WEST 433.28 FEET AND SOUTH 270.07 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S00°20'19"E 150 FEET; THENCE S83°30'41"W 80 FEET; THENCE N08°20'19"W 150 FEET; THENCE N43°30'41"E 80 FEET TO THE POINT OF BEGINNING.

**TRENCH ORIGINAL PARCEL:**  
 A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:  
 BEGINNING AT A POINT WHICH IS 886.89 FEET N88°32'48"W ALONG THE SECTION LINE AND 170.71 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 125.00, THENCE EAST 133.91 FEET, MORE OR LESS, TO A POINT N08°20'19"W OF THE NORTHEAST CORNER OF THE PARKING AREA OF THE INN AT HARBOR VILLAGE HOMEOWNERS' ASSOCIATION PROPERTY; THENCE ALONG THE WEST LINE OF SAID PROPERTY S00°20'19"E 150.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SAID PARKING AREA; THENCE N43°30'41"E 40.28 ALONG THE SOUTH LINE OF SAID PARKING AREA; THENCE S00°20'19"E 0.34 FEET TO THE WESTERLY BOUNDARY OF INN CONDOMINIUMS - HARBOR VILLAGE AT BEAR LAKE PHASE 9 IN GARDEN CITY, RICH COUNTY, UTAH; THENCE S00°22'33"E 248.00 FEET ALONG SAID WESTERLY BOUNDARY AND LINE EXTENDED TO THE NORTHERLY BOUNDARY LINE OF INN CONDOMINIUMS AT HARBOR VILLAGE, GARDEN CITY, RICH COUNTY, UTAH; THENCE THREE (3) COURSES ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS: THENCE S64°48'41"W 30.11 FEET; S25°11'19"E 40.00 FEET; S84°48'41"W 108.50 FEET; THENCE N25°11'19"W 68.60 FEET; THENCE WEST 58.32 FEET; THENCE N47°8'69 FEET; THENCE WEST 188.7 FEET; THENCE NORTH 270.00 FEET; THENCE EAST 163.00 FEET TO THE POINT OF BEGINNING.

- LEGEND**
- SECTION LINE
  - BOUNDARY LINE
  - - - RIGHT-OF-WAY LINE
  - CENTERLINE
  - PARCEL LINE
  - ◆ FOUND MONUMENT
  - ◆ POINT OF BEGINNING



PART OF NE4 SEC.17,  
 T.14N. R.5E. S.14W  
 RICH COUNTY, UTAH

EXHIBIT "E"  
 ORIGINAL  
 BOUNDARY LINE

WORLDMARK, THE CLUB  
 AT BEAR LAKE  
 HARBOR VILLAGE  
 GARDEN CITY, UTAH



Carter & Associates, Inc.  
 Engineers  
 Surveyors  
 Planners  
 666 North Main St.  
 Ste 100, P.O. Box 300  
 Logan, UT 84321  
 435.713.0099

DATE: 8 JUNE 2008  
 SCALE: 1" = 50'  
 CALLED BY: D. CARTER  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: L. ANDERSON  
 PROJECT NUMBER: 500-0401  
 SHEET:

PART OF NE4 SEC17,  
T14N, R9E, S1M  
RICH COUNTY, UTAH

EXHIBIT "E"  
ADJUSTED  
BOUNDARY LINE

WORLDMARK, THE CLUB  
AT BEAR LAKE  
HARBOR VILLAGE  
GARDEN CITY, UTAH



Cache - Landmark  
Etopoints  
SHP02020  
TANDEM  
666 North Main St.  
Salt Lake City, UT 84101  
435.713.1000

DATE: 8 JUNE 2008  
SCALE: 1" = 50'  
DRAWN BY: D. CASTIEL  
CHECKED BY: L. ANDERSON  
APPROVED BY: L. ANDERSON  
PROJECT NUMBER: 500-0401

BOUNDARY DESCRIPTIONS

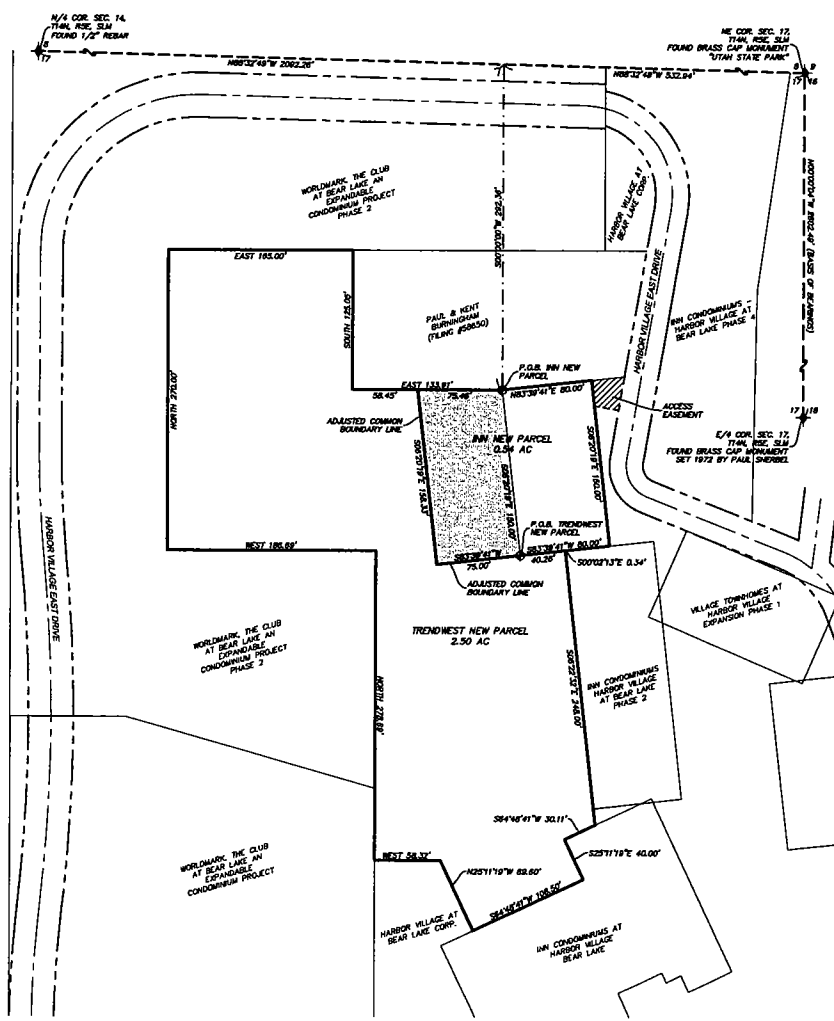
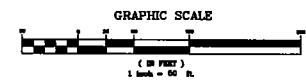
**SOUTHWEST NEW PARCEL:**

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 9 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF RICH, STATE OF UTAH DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE N88°32'48"W 532.94 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 292.36 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PARCEL DEFINED IN FILING NUMBER 59948 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE ALONG SAID PARCEL THE FOLLOWING THREE COURSES:  
(1) N83°39'41"W 80.00 FEET;  
(2) S09°20'19"E 150.00 FEET;  
(3) S83°39'41"W 80.00 FEET;  
THENCE CONTINUING S83°39'41"W 75.00 FEET;  
THENCE N02°20'19"E 158.33 FEET TO A POINT IN THE SOUTH LINE OF THE PARCEL DEFINED IN FILING NUMBER 58530 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE EAST 75.48 FEET ALONG SAID SOUTH PARCEL LINE TO THE POINT OF BEGINNING.  
CONTAINING 0.54 ACRES, MORE OR LESS.

**TRENDWEST NEW PARCEL:**

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 9 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF RICH, STATE OF UTAH DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE N88°32'48"W 532.94 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 292.36 FEET TO THE NORTHWEST CORNER OF THE PARCEL DEFINED IN FILING NUMBER 59948 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE S09°20'19"E 150.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
THENCE N83°39'41"E 40.28 FEET ALONG THE SOUTH LINE OF SAID PARCEL;  
THENCE S02°21'13"E 0.34 FEET TO THE WEST LINE OF INN CONDOMINIUMS HARBOR VILLAGE AT BEAR LAKE PHASE 2;  
THENCE S05°25'32"E 248.60 FEET ALONG SAID WEST LINE AND ITS PROLONGATION TO THE NORTH LINE OF INN CONDOMINIUMS AT HARBOR VILLAGE;  
THENCE ALONG SAID PARCEL THE FOLLOWING THREE COURSES:  
(1) S84°48'41"W 30.11 FEET;  
(2) S25°11'19"E 40.00 FEET;  
(3) S84°48'41"W 108.50 FEET;  
THENCE N25°11'19"W 65.80 FEET;  
THENCE WEST 65.82 FEET TO THE EAST LINE OF WORLDMARK, THE CLUB AT BEAR LAKE SUBDIVISION;  
THENCE ALONG SAID SUBDIVISION THE FOLLOWING FOUR COURSES:  
(1) NORTH 278.69 FEET;  
(2) WEST 186.70 FEET;  
(3) NORTH 270.00 FEET;  
(4) EAST 185.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL DEFINED BY FILING NUMBER 58530 AS RECORDED IN THE OFFICE OF SAID COUNTY RECORDER;  
THENCE ALONG SAID PARCEL THE FOLLOWING TWO COURSES:  
(1) SOUTH 125.09 FEET;  
(2) EAST 85.45 FEET;  
THENCE S09°20'19"E 158.33 FEET;  
THENCE N83°39'41"E 75.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.50 ACRES, MORE OR LESS.

- LEGEND
- SECTION LINE
  - BOUNDARY LINE
  - - - RIGHT-OF-WAY LINE
  - - - CENTERLINE
  - ▭ PARCEL LINE
  - ▨ ACCESS EASEMENT
  - ▭ NEW PARKING IMPROVEMENTS
  - ⬤ FOUND MONUMENT
  - ⬤ POINT OF BEGINNING



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**INN CONDOMINIUM PARKING LOT  
EASMENT AND MAINTENANCE AGREEMENT**

This INN CONDOMINIUM PARKING LOT EASMENT AND MAINTENANCE AGREEMENT ("Easement and Maintenance Agreement") is made and entered between the Inn Condominium Owners Association, a Utah nonprofit corporation (the "Association"), and Wyndham Resort Development Corporation, an Oregon corporation successor-in-interest to Trendwest Resorts, Inc. an Oregon corporation, ("WRDC"), and becomes effective when duly recorded with the Rich County Recorder's Office together with the Revised Boundary Line Agreement recorded concurrently herewith. The Association and WRDC are sometimes referred to herein together as the "Parties" and individually, as "Party."

**RECITALS**

A. The Association is the governing body for the four buildings and associated common areas of Phase 2 of the Harbor Village at Bear Lake condominium project located in Rich County, Utah (the "Property"). As such, the Association is the fee simple owner of certain real property in Garden City, Rich County, Utah, which is a portion of the Property and as more particularly described in Exhibit "A" attached hereto (the "Inn Original Parcel").

B. The Property was made subject to certain covenants, conditions, and restrictions provided in the *Declaration of Condominium of the Inn Condominiums @ Harbor Village*, recorded November 17, 1993, as entry No. 44755 in Book T6 at Pages 053 with the Rich County Recorder (the "Inn Declaration"), as amended.

C. In 2006, Trendwest Resorts, Inc. ("Trendwest"), the predecessor-in-interest to WRDC, was the fee simple owner of certain real property in Garden City, Rich County, Utah, more particularly described in Exhibit "B" attached hereto (the "Trendwest Original Parcel"). Trendwest was also the developer of that certain project known as WorldMark, the Club at Bear Lake located adjacent to the Trendwest Original Parcel (the "Project").

D. The Inn Original Parcel and the Trendwest Original Parcel were adjacent to one another.

E. In 2006, the Parties desired to adjust the common boundary line between the Trendwest Original Parcel and the Inn Original Parcel for the purposes set forth in that certain

Notice of Approval recorded on March 13, 2007 as Entry No.71012 in Book I10 at Pages 1800 in the official records of the Recorder of the County of Rich, State of Utah (“Notice of Approval”). Specifically, the Parties desired to (i) exchange deeds to create the Trendwest New Parcel, more particularly described in Exhibit “C” attached hereto, and the Inn New Parcel, more particularly described in Exhibit “D” attached hereto, (together, the “Parcels”); (ii) encumber the Inn New Parcel with a restrictive covenant for parking; and (iii) preserve the enjoyment of light and view over and across the Inn New Parcel.

F. On December 14th, 2006, the Association and Trendwest entered into a *Boundary Line Agreement, Quit Claim Deed, Restrictive Covenant and Temporary Construction Access License* dated December 14, 2006 (the "2006 Boundary Agreement"), and recorded on March 20, 2007 as Entry No. 71089 in Book I10 at Page 2059 in the office of the Rich County Recorder.

G. The 2006 Boundary Agreement also included an official survey drawing of the Parcels (the “Drawing”) showing, among other things, the location of the desired adjusted common boundary line (the “Boundary Line”) between the Parcels, consistent with the Notice of Approval, which Drawing is attached hereto as Exhibit “E.”

H. As set forth in the Notice of Approval, the purpose of the 2006 Boundary Agreement was to adjust the boundary line and convey certain property from Trendwest to the Association, thereby creating the "Inn New Parcel," as defined in the 2006 Boundary Agreement. The Inn New Parcel expanded the original parking area used by the Inn Condominiums (the "Original Parking Parcel"), which was designated as common area on the subdivision plat recorded on September 20, 1996, as Entry No. 49279 in Book M7 at Page 112, for Inn Condominiums - Harbor Village @ Bear Lake Phase 2 ("Plat 2").

I. The 2006 Boundary Agreement also purported to modify the use rights associated with the Inn New Parcel, by encumbering the Inn New Parcel with a restrictive covenant for parking, preserving the enjoyment of light and view over and across the Inn New Parcel, and expanding the group of parties authorized to use it.

J. At the time the 2006 Boundary Agreement was executed, no formal vote of the members of the Inn Condominium Association was conducted as required by Section 17.05 of the Inn Declaration and Utah Code Ann. § 57-8-7(3) (2006), which both mandate a two-thirds (2/3) vote of approval of the Association owners in order to alter or convey any common area interests.

K. At the time the 2006 Boundary Agreement was executed, the Parties failed to duly record an amendment to the Inn Declaration reflecting the alteration of the common area interests as required by Utah Code Ann. § 57-8-7(3) (2006).

L. The Parties desire to amend and replace the 2006 Boundary Agreement with this Easement Maintenance Agreement and the *Revised Boundary Line Agreement* recorded concurrently herewith, in order to ratify and affirm the changes to the Boundary Line between Parcels as identified by the Drawing and to modify and replace terms effecting the use and

management of the parking on the Inn New Parcel to better fit the needs of the Association and WRDC.

### **EASEMENT AND MAINTENANCE AGREEMENT**

NOW THEREFORE, in consideration of the forgoing, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are an integral part of the understanding of the Parties and are hereby incorporated into this Easement and Maintenance Agreement by this reference.

2. Supersession of the 2006 Boundary Agreement. The Parties expressly agree that this Easement and Maintenance Agreement, together with the Revised Boundary Line Agreement recorded concurrently herewith, is intended to amend and replace in its entirety the 2006 Boundary Agreement. Except as to the establishment of the boundary lines, which are hereby confirmed and ratified as set forth herein, all terms, covenants, restrictions, and provisions of the 2006 Boundary Agreement are hereby superseded, terminated, and of no further force or effect.

3. Limited Easement for WRDC. The Association hereby grants to WRDC a perpetual, non-exclusive easement over and across the Inn New Parcel for vehicular and pedestrian ingress, egress, and parking of vehicles, limited to eight (8) parking spaces as designated by the Association (“Designated Spaces”) and such easement is irrevocable and shall run with the land, benefiting WRDC and its successors and assigns (the “Easement”). This easement shall be subject to the following restrictions:

(a) Association Management and Rulemaking. The Designated Spaces shall be subject to the reasonable management and control of the Association, including compliance with rules and regulations promulgated by its Board of Directors to ensure orderly use and safe maintenance of the Inn New Parcel. The Association shall have the authority to enforce such rules and regulations, including through the issuance of warnings, fines, towing of unauthorized vehicles, or other lawful means as deemed appropriate by the Board as authorized in the Inn Declaration. However, the Association shall not apply rules or restrictions to the Designated Spaces that are more burdensome or materially different than those applied to other parking spaces within the Inn New Parcel, except to the limited extent necessary to preserve WRDC’s rights under the Easement. Nothing in this subsection shall be construed to permit the Association to revoke, suspend, or materially interfere with the Easement granted herein.

4. New Parking Improvements. As illustrated in the Drawing, Trendwest has extended the pre-existing parking areas on the Inn Original Parcel by constructing new parking improvements on the Inn New Parcel.

5. Maintenance. Maintenance of the Inn New Parcel shall be governed exclusively by the provisions of the Inn Declaration, as amended. Nothing in this Agreement shall be construed to create any additional or independent maintenance obligations beyond those set forth in the Inn Declaration, except as specifically provided herein.

6. Scenic View Covenant. The Association hereby grants and conveys to WRDC a non-exclusive easement for the free and uninterrupted enjoyment of, light and view over and across the Inn New Parcel and certain scenic rights to preserve and protect the view from the Trendwest New Parcel and the Project, and to prevent any future development which may tend to detract from such view.

7. Covenants to Run with the Land. The easements, covenants and restrictions described herein shall run with the land and shall forever burden the Inn New Parcel, as the servient estate, and benefit the Trendwest New Parcel, as the dominant estate.

8. Enforceability. Each Party agrees that a breach of this Easement and Maintenance Agreement will cause irreparable harm to the other Party. Each Party shall have the full power and authority to enforce compliance with this Easement and Maintenance Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Easement and Maintenance Agreement, and if that Party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees. In the event of any litigation regarding this Easement and Maintenance Agreement, the prevailing Party shall be paid its legal fees by the losing Party. In the event any provision of this Easement and Maintenance Agreement is illegal, invalid or unenforceable, the remainder of this Easement and Maintenance Agreement shall not be affected thereby and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Binding Effect/Recording in the Real Estate Records. This Easement and Maintenance Agreement is intended to run with the Parties' respective Parcels and bind the Parties to this Easement and Maintenance Agreement, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors and administrators. The parties acknowledge this Easement and Maintenance Agreement shall be recorded in the official records of the office of the County Recorder for Rich County, State of Utah. The Trendwest New Parcel and Inn New Parcel shall be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Easement and Maintenance Agreement.

10. Incorporation. The Exhibits attached hereto are specifically incorporated herein and made a part of this Easement and Maintenance Agreement by this reference.

11. Not a Public Dedication. Nothing contained in this Easement and Maintenance Agreement shall be deemed to be a gift or a dedication of any portion of the Parcels to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Easement and Maintenance Agreement be strictly limited to and for the purposes expressed herein.

12. Amendment. No changes to this Easement and Maintenance Agreement shall be valid unless agreed to in writing by both Parties and approved by a two-thirds (2/3) vote of the members of the Association in accordance with the governing documents and applicable law.

13. Authority. The undersigned represent and warrant that each of them has been duly authorized to execute this Easement and Maintenance Agreement for and on behalf of the respective Parties. The undersigned further represent and warrant that this Easement and Maintenance Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

14. No Relationship. The Parties hereto do not, by this Easement and Maintenance Agreement nor by any Party's acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

15. Counterparts. This Easement and Maintenance Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Applicable Law. This Easement and Maintenance Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

*[Signature page follows]*

\*\*\*

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned hereby execute this Revised Boundary Agreement:

**Inn Condominium Owners Association**

By: *Joana L Koci*

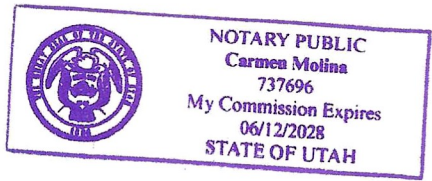
Its: Officer/Board of Directors

Date: *11/24/25*

State of Utah            )  
  ):SS  
County of *Davis*            )

On this *24<sup>th</sup>* day of *November*, 2025, personally appeared before me *Joana L Koci*, who being by me duly sworn, did say that he/she is the *President* of the Inn Condominium Owners Association; that said instrument was signed by him/her, with authority from the Board, on behalf of said Association; and that the foregoing information is true and accurate to the best of his/her knowledge.

*Carmen Molina*  
Notary Public



Corporation

Wyndham Resorts Development

By: [Signature]

K. Erik Brandt

Its: Vice President

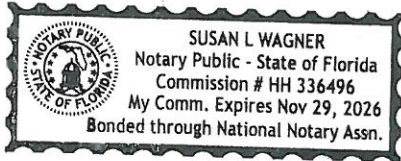
Date: 11/25/25

State of Florida )

) :ss

County of Orange )

On this 25 day of NOVEMBER, 2025, personally appeared before me K. Erik Brandt, who being by me duly sworn, did say that they are the Vice President of the Wyndham Resorts Development Corporation that said instrument was signed by them, with authority and that the foregoing information is true and accurate to the best of their knowledge, and that signature on this instrument is a free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]

## EXHIBIT A

### INN ORIGINAL PARCEL Legal Description and Parcel Numbers

#### Inn Original Parcel

The Inn Original Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point West 453.25 feet and South 270.07 feet from the Northeast Corner of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, and running thence South 06°20'19" East 150 feet; thence South 83°39'41" West 80 feet; thence North 06°20'19" West 150 feet; thence North 83°39'41" East 80 feet to the point of beginning.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in Book E5, Page 461, in the office of the Recorder of Rich County, Utah.

## EXHIBIT B

### TRENDWEST ORIGINAL PARCEL Legal Description and Parcel Number

#### Trendwest Original Parcel

The Trendwest Original Parcel is located in Rich County, Utah and is more particularly described as follows:

A part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 666.89 feet North 88°32'48" West along the Section line and 170.71 feet South from the Northeast corner of said Section 17 and running thence South 125.05; thence East 133.91 feet, more or less, to a point North 06°20'19" West of the Northwest corner of the Parking Area of the Inn @ Harbor Village Homeowner's Association property; thence along the West line of said property South 06°20'19" East 150.05 feet, more or less, to the Southwest corner of the said Parking Area; thence North 83°39'41" East 40.28 along the South line of said Parking Area; thence South 00°02'13" East 0.34 feet to the Westerly boundary of Inn Condominiums - Harbor Village @ Bear Lake Phase 2 in Garden City, Rich County, Utah; thence South 06°22'32" East 248.00 feet along said Westerly boundary and line extended to the Northerly boundary line of Inn Condominiums @ Harbor Village, Garden City, Rich County, Utah; thence three (3) courses along said Northerly boundary as follows: thence South 64°48'41" West 30.11 feet; South 25°11'19" East 40.00 feet; South 64°48'41" West 108.50 feet; thence North 25°11'19" West 69.60 feet; thence West 58.32 feet; thence North 278.69 feet; thence West 186.7 feet; thence North 270.00 feet; thence East 165.00 feet to the point of beginning.

Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in Warranty Deed recorded in Book E5, Page 461, in the office of the Recorder of Rich County, Utah.

## EXHIBIT C

### THE TRENDWEST NEW PARCEL Legal Description

#### Trendwest New Parcel

The Trendwest New Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, located in the County of Rich, State of Utah described as follows:

Commencing at the Northeast Corner of said Section 17;

Thence N88°32'49"W 532.94 feet along the North line of said Section; thence South 292.36 Feet to the Northwest corner of the parcel defined in filing number 59946 as recorded in the office of the Rich County Recorder;

Thence S06°20'19"E 150.00 feet to the Southwest corner of said parcel, said point also being the point of beginning;

Thence N83°39'41"E 40.28 feet along the South line of said parcel;

Thence S0°02'13"E 0.34 feet to the West line of Inn Condominiums Harbor Village At Bear Lake Phase 2;

Thence S06°22'32"E 248.00 feet along said West line and its prolongation to the North line of Inn Condominiums At Harbor Village;

Thence along said parcel the following three courses:

(1) S64°48'41"W 30.11 feet;

(2) S25°11'19"E 40.00 feet;

(3) S64°48'41"W 108.50 feet;

Thence N25°11'19"W 69.60 feet;

Thence West 58.32 feet to the East line of Worldmark, the Club At Bear Lake Subdivision;

Thence along said subdivision the following four courses:

(1) North 278.69 feet;

(2) West 186.70 feet;

(3) North 270.00 feet;

(4) East 165.00 feet to the Northwest corner of the parcel defined in filing number 58650 as recorded in the office of said County Recorder;

Thence along said parcel the following two courses:

(1) South 125.05 feet;

(2) East 58.45 feet;

Thence S06°20'19"E 158.33 feet;

Thence N83°39'41"E 75.00 feet to the point of beginning.

Containing 2.50 acres, more or less.

## EXHIBIT D

### INN NEW PARCEL Legal Description

#### Inn New Parcel

The Inn New Parcel is located in Rich County, Utah and is more particularly described as follows:

Part of the Northeast Quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Meridian, located in the County of Rich, State of Utah described as follows:

Commencing at the Northeast corner of said Section 17;

Thence N88°32'49"W 532.94 feet along the North line of said Section; thence South 292.36 feet to the Point of Beginning, said point also being the Northwest corner of the parcel defined in filing number 59946 as recorded in the Office of the Rich County Recorder;

Thence along said parcel the following three courses:

(1) N83°39'41"E 80.00 feet;

(2) S06°20'19"E 150.00 feet;

(3) S83°39'41"W 80.00 feet;

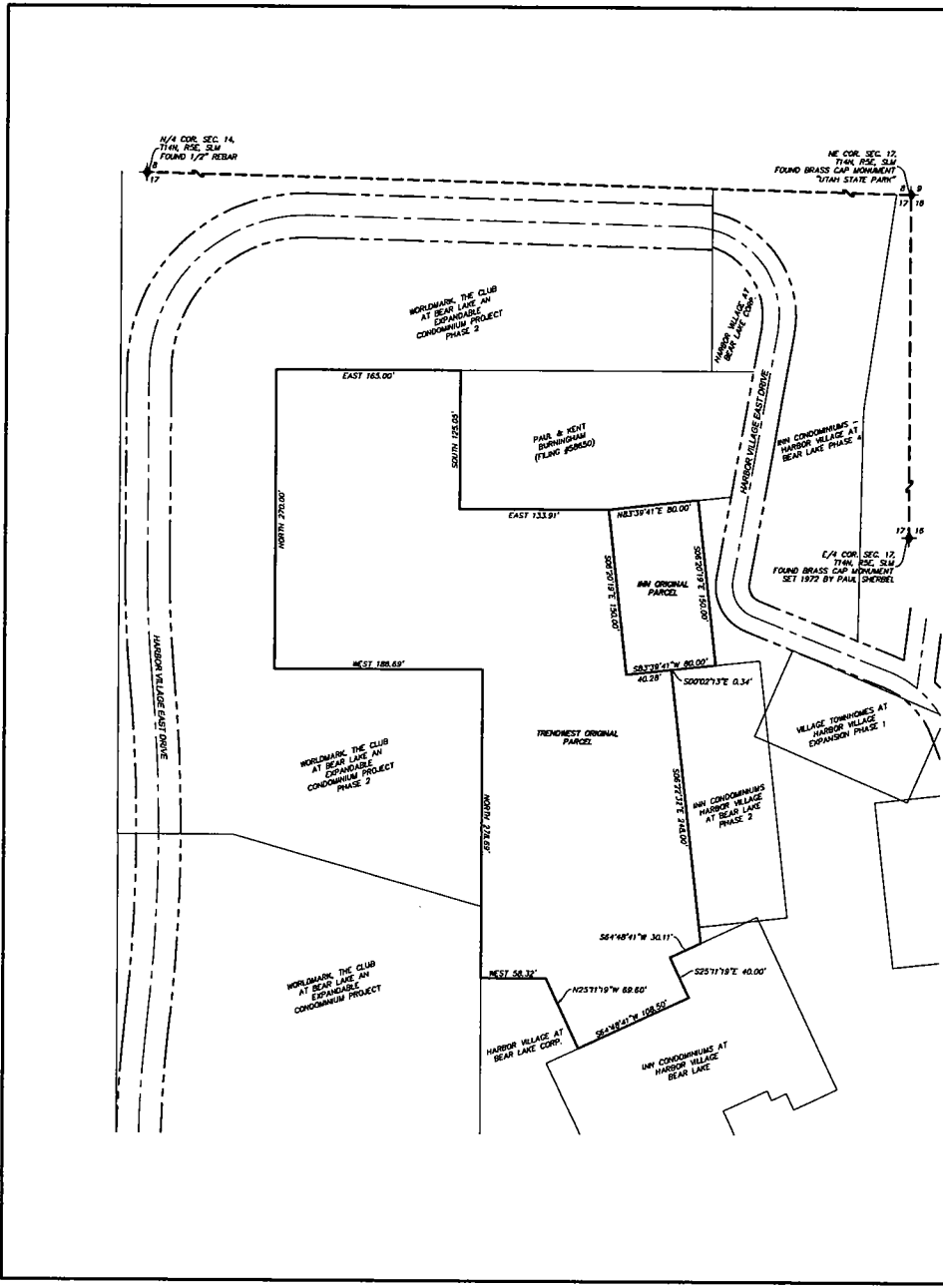
Thence continuing S83°39'41"W 75.00 feet;

Thence N06°20'19"W 158.33 feet to a point in the South line of the parcel defined in filing number 58650 as recorded in the Office of the Rich County Recorder;

Thence East 75.46 feet along said South parcel line to the Point of Beginning.

Containing 0.54 acres, more or less.

**EXHIBIT E**  
**DRAWING**



**BOUNDARY DESCRIPTIONS**

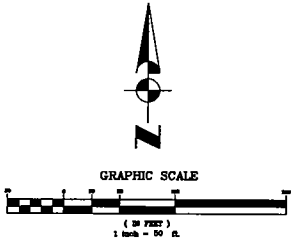
**BNL ORIGINAL PARCEL:**

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT WEST 433.28 FEET AND SOUTH 230.07 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S00°20'19"E 150 FEET; THENCE S83°30'41"W 80 FEET; THENCE N08°20'19"W 150 FEET; THENCE N43°30'41"E 80 FEET TO THE POINT OF BEGINNING.

**TRENCH ORIGINAL PARCEL:**

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:  
 BEGINNING AT A POINT WHICH IS 884.89 FEET N88°32'48"W ALONG THE SECTION LINE AND 170.71 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 125.05 FEET; EAST 133.87 FEET, MORE OR LESS, TO A POINT N08°20'19"W OF THE NORTHWEST CORNER OF THE PARKING AREA OF THE INN AT HARBOR VILLAGE HOMEOWNERS' ASSOCIATION PROPERTY; THENCE ALONG THE WEST LINE OF SAID PROPERTY S00°20'19"E 150.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SAID PARKING AREA; THENCE N43°30'41"E 40.28 ALONG THE SOUTH LINE OF SAID PARKING AREA; THENCE S02°12'13"E 0.34 FEET TO THE WESTERLY BOUNDARY OF INN CONDOMINIUMS - HARBOR VILLAGE AT BEAR LAKE PHASE 3 IN GARDEN CITY, RICH COUNTY, UTAH; THENCE S02°23'37"E 248.00 FEET ALONG SAID WESTERLY BOUNDARY AND LINE EXTENDED TO THE NORTHERLY BOUNDARY LINE OF INN CONDOMINIUMS AT HARBOR VILLAGE, GARDEN CITY, RICH COUNTY, UTAH; THENCE THREE (3) COURSES ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS: THENCE S84°48'41"W 30.11 FEET; S25°11'19"E 40.00 FEET; S84°48'41"W 108.50 FEET; THENCE N25°11'19"W 68.80 FEET; THENCE WEST 58.32 FEET; THENCE N278.69 FEET; THENCE WEST 188.7 FEET; THENCE NORTH 230.00 FEET; THENCE EAST 165.00 FEET TO THE POINT OF BEGINNING.

- LEGEND**
- SECTION LINE
  - BOUNDARY LINE
  - - - RIGHT-OF-WAY LINE
  - CENTERLINE
  - PARCEL LINE
  - ◆ FOUND MONUMENT
  - ⊕ POINT OF BEGINNING



PART OF NE4 SEC.17,  
 T.14N. R.5E. S.14W  
 RICH COUNTY, UTAH

EXHIBIT "E"  
 ORIGINAL  
 BOUNDARY LINE

WORLDMARK, THE CLUB  
 AT BEAR LAKE  
 HARBOR VILLAGE  
 GARDEN CITY, UTAH



Carter & Associates, Inc.  
 Engineers  
 Surveyors  
 Planners  
 666 North Main St.  
 Ste 100, P.O. Box 300  
 Layton, UT 84041  
 435.713.0099

DATE: 8 JUNE 2008  
 SCALE: 1" = 50'  
 CALLED BY: D. CARTELL  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: L. ANDERSON  
 PROJECT NUMBER: 500-0401

PART OF NE4 SEC17,  
T14N, R9E, S1M  
RICH COUNTY, UTAH

EXHIBIT "E"  
ADJUSTED  
BOUNDARY LINE

WORLDMARK, THE CLUB  
AT BEAR LAKE  
HARBOR VILLAGE  
GARDEN CITY, UTAH



Cache - Landmark  
Etopoints  
SHP02020  
TANDEK  
666 North Main St.  
Salt Lake City, UT 84101  
435.713.1000

DATE: 8-JUNE-2008  
SCALE: 1" = 50'  
DRAWN BY: D. CASTIEL  
CHECKED BY: L. ANDERSON  
APPROVED BY: L. ANDERSON  
PROJECT NUMBER: 500-0401

BOUNDARY DESCRIPTIONS

**S&L NEW PARCEL:**

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 9 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF RICH, STATE OF UTAH DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE N88°32'48"W 532.94 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 292.36 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PARCEL DEFINED IN FILING NUMBER 59948 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE ALONG SAID PARCEL THE FOLLOWING THREE COURSES:  
(1) N83°39'41"E 80.00 FEET;  
(2) S09°20'19"E 150.00 FEET;  
(3) S83°39'41"W 80.00 FEET;  
THENCE CONTINUING S83°39'41"W 75.00 FEET;  
THENCE N02°20'19"E 158.33 FEET TO A POINT IN THE SOUTH LINE OF THE PARCEL DEFINED IN FILING NUMBER 58530 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE EAST 75.48 FEET ALONG SAID SOUTH PARCEL LINE TO THE POINT OF BEGINNING.  
CONTAINING 0.54 ACRES, MORE OR LESS.

**TRENDEWEST NEW PARCEL:**

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 9 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF RICH, STATE OF UTAH DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE N88°32'48"W 532.94 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 292.36 FEET TO THE NORTHWEST CORNER OF THE PARCEL DEFINED IN FILING NUMBER 59948 AS RECORDED IN THE OFFICE OF THE RICH COUNTY RECORDER;  
THENCE S09°20'19"E 150.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
THENCE N83°39'41"E 40.28 FEET ALONG THE SOUTH LINE OF SAID PARCEL;  
THENCE S02°21'13"E 0.34 FEET TO THE WEST LINE OF INN CONDOMINIUMS HARBOR VILLAGE AT BEAR LAKE PHASE 2;  
THENCE S05°25'32"E 248.60 FEET ALONG SAID WEST LINE AND ITS PROLONGATION TO THE NORTH LINE OF INN CONDOMINIUMS AT HARBOR VILLAGE;  
THENCE ALONG SAID PARCEL THE FOLLOWING THREE COURSES:  
(1) S84°48'41"W 30.11 FEET;  
(2) S25°11'19"E 40.00 FEET;  
(3) S84°48'41"W 108.50 FEET;  
THENCE N25°11'19"W 65.80 FEET;  
THENCE WEST 65.82 FEET TO THE EAST LINE OF WORLDMARK, THE CLUB AT BEAR LAKE SUBDIVISION;  
THENCE ALONG SAID SUBDIVISION THE FOLLOWING FOUR COURSES:  
(1) NORTH 278.69 FEET;  
(2) WEST 186.70 FEET;  
(3) NORTH 270.00 FEET;  
(4) EAST 183.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL DEFINED BY FILING NUMBER 58530 AS RECORDED IN THE OFFICE OF SAID COUNTY RECORDER;  
THENCE ALONG SAID PARCEL THE FOLLOWING TWO COURSES:  
(1) SOUTH 125.09 FEET;  
(2) EAST 85.45 FEET;  
THENCE S09°20'19"E 158.33 FEET;  
THENCE N83°39'41"E 75.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.50 ACRES, MORE OR LESS.

- LEGEND
- SECTION LINE
  - BOUNDARY LINE
  - - - RIGHT-OF-WAY LINE
  - - - CENTERLINE
  - ▭ PARCEL LINE
  - ▨ ACCESS EASEMENT
  - ▭ NEW PARKING IMPROVEMENTS
  - ⊕ FOUND MONUMENT
  - ⊙ POINT OF BEGINNING

