

AFTER RECORDING RETURN TO:

KCPD Phase I, LLC
Attn: Craig Weston
10446 N. Iverson Lane,
Highland, UT 84003

Ent 556191 Bk 976 Pg 785 - 788
Date: 07-Jul-2025 03:23 PM
Fee: \$58.00 ACH
Filed By: GKN
GINA NELSON, Recorder
GRAND COUNTY CORPORATION
For: Snell & Wilmer LLP
Recorded Electronically by Simplifile

**NOTICE OF ANNEXATION
TO
COMMUNITY DECLARATION
FOR
ECHO CANYON**

THIS NOTICE OF ANNEXATION TO COMMUNITY DECLARATION FOR ECHO CANYON (this "Notice of Annexation") is made and entered into as of the 7th day of July, 2025, by KCPD Phase I, LLC, a Utah limited liability company ("Declarant").

RECITALS:

A. Of equal date herewith, Declarant recorded with the Recorder of Grand County, Utah as Entry No. 556188 in Book 976 and Page 689, an Echo Canyon Community Declaration, recorded (the "Community Declaration"), covering the initial real property and improvements situated in Grand County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Development").

B. Pursuant to Section 10.5 of the Community Declaration, Declarant reserved the right to make the Development subject to the Community Declaration by recordation of this Notice of Annexation. Declarant now desires to exercise its right to subject the Development to the Community Declaration.

NOTICE OF ANNEXATION:

NOW, THEREFORE, Declarant hereby exercises its right to expand the Development to include the Additional Land and amends the Community Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Notice of Annexation shall have the meaning or meanings given to them in the Community Declaration. The Recitals set forth above shall constitute a portion of the terms of this Notice of Annexation.

2. Exercise of Option to Expand. Declarant hereby exercises its option to subject the Development, together with the improvements located thereon or to be located thereon, as generally described in the Development Tract Declaration. Declarant declares that from and after the date set forth below, the Development is now subject to, and governed by, the provisions of the Community Declaration and any amendments or supplements thereto, which apply in all respects.

a. The Development is also subject to that certain Plat and Development Tract Declaration entitled "Declaration of Covenants, Conditions, Easements and Restrictions for Echo Canyon, Phase 1" recorded simultaneously herewith.

b. At the time of Recordation of this Notice of Annexation, Declarant has allocated fixed Assessment Units equally among the Lots as set forth herein. Each Lot shall initially be allocated a monthly fixed assessment of \$500 per Lot which constitutes one (1) Assessment Unit, and each Owner shall be responsible for its share of the Community Association's budget based on such allocation. For a period of twenty-four (24) months following the first conveyance of a Lot to a non-Declarant Owner (the "Initial Assessment Period"), the Community Assessment per Lot shall not exceed the allocated Assessment Unit. During the Initial Assessment Period, the Assessment Unit shall remain fixed and shall not be modified by the Community Association or Declarant. After the expiration of the Initial Assessment Period, the Community Association shall have the authority to reevaluate and adjust the assessment units and annual assessments based on: (i) actual and projected expenses of the Community Association; (ii) the current physical and legal composition of the Community; and (iii) reasonable and equitable standards of cost-sharing among all Owners within the Community. Notwithstanding such reallocation procedures, no Lot's Assessment Unit may increase by more than twenty percent (20%) over the Assessment Unit except in the case a greater increase may be approved by the Community Association for emergency repairs or legal obligations of the Community Association. All Community Assessments shall be fairly and reasonably allocated among Lots in accordance with the benefits received, the burdens imposed, and the proportionate impact on the shared obligations of the Community Association as determined by the Community Board in a commercially reasonable manner.

3. Reservation of Declarant's Rights. Pursuant to the Community Declaration, all rights concerning the Development reserved to Declarant in the Community Declaration are hereby incorporated and reserved to Declarant. The exercise of Declarant's rights shall be governed by the same terms, provisions and limitations set forth in the Community Declaration regarding the exercise of such rights.

4. Community Declaration Remains in Effect. This Notice of Annexation shall be considered supplemental to the Community Declaration. Except as expressly amended by the foregoing, the Community Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Notice of Annexation.

[Notice of Annexation Continues Below]

5. Authority. Declarant hereby certifies that Declarant may execute this Notice of Annexation without the consent or signature of any other party as provided in Section 10.5 of the Community Declaration.

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

KCPD Phase I, LLC,
a Utah limited liability company

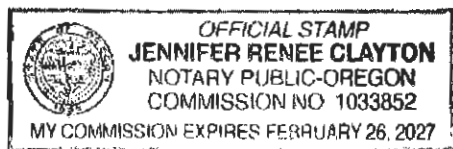
By: M. Arnold
Name: M. Trent Arnold
Title: Manager

THE STATE OF Oregon §
§
COUNTY OF Deschutes §

This instrument was acknowledged before me this 3rd day of July, 2025 by Michael Arnold of _____, the Manager of KCPD Phase I, LLC, a Utah limited liability company, on behalf of said company.

(SEAL)

Jennifer R. Clayton
Notary Public Signature



**Exhibit A
to
Notice of Annexation**

Legal Description of Initial Land in Development

The real property consisting of the "Development" located in Grand County, Utah is more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Section 15, Township 26 South, Range 21 East, Salt Lake Base and meridian, said point being North 26°33'38" East 2951.57 feet from the West Quarter corner of Section 15, T26S, R21E, SLB&M, and proceeding thence North 49°53'17" West 132.07 feet; thence with a curve having a radius of 1178.00 feet, to the left with an arc length of 152.44 feet, (a chord bearing of South 35°19'29" West 152.33 feet); thence South 31°37'03" West 176.71 feet; thence with a curve having a radius of 178.00 feet, to the left with an arc length of 94.04 feet, (a chord bearing of South 16°28'59" West 92.95 feet); thence South 00°08'20" West 8.79 feet; thence North 88°46'41" West 44.01 feet; thence North 00°08'19" East 8.40 feet; thence with a curve having a radius of 222.00 feet, to the right with an arc length of 12.65 feet, (a chord bearing of North 02°51'13" East 12.64 feet); thence North 85°31'53" West 32.03 feet; thence North 56°26'09" West 175.83 feet to the meander of the Colorado River; thence with said meander the following three courses: North 31°37'04" East 196.22 feet; thence North 31°37'04" East 147.57 feet; thence North 40°00'29" East 558.82 feet; thence South 49°57'43" East 113.60 feet; thence with a curve having a radius of 466.97 feet, to the right with an arc length of 116.86 feet, (a chord bearing of North 88°34'05" East 116.55 feet); thence South 83°52'27" East 5.70 feet; thence with a curve having a radius of 454.52 feet, to the right with an arc length of 238.97 feet, (a chord bearing of South 68°46'24" East 236.23 feet); thence South 53°43'58" East 57.93 feet; thence North 25°47'17" East 31.88 feet; thence South 65°27'18" East 35.76 feet; thence with a curve having a radius of 975.00 feet, to the left with an arc length of 46.15 feet, (a chord bearing of North 22°51'27" East 46.15 feet); thence North 21°30'05" East 212.01 feet; thence with a curve having a radius of 475.00 feet, to the right with an arc length of 62.71 feet, (a chord bearing of North 25°17'00" East 62.66 feet); thence North 29°03'55" East 30.17 feet; thence South 61°05'04" East 50.00 feet; thence South 65°48'48" East 56.26 feet; thence South 21°34'01" West 85.46 feet; thence South 22°49'39" West 153.51 feet; thence South 30°59'10" West 204.04 feet; thence South 11°08'57" West 264.27 feet to a point on the North line of said Section 15; thence with said Section line North 89°50'30" West 517.06 feet to the point of beginning, having an area of 468,258 square feet, 10.75 acres.

(For reference purposes only: Portions of prior Tax Parcel Nos. 12-0010-0002 and 12-0015-0001)

The above-referenced boundary description has since been subdivided and the updated legal description is as follows:

All of Lots 1 through 14 and Tracts A through D of that certain Final Plat of Echo Canyon, Phase I, recorded on July 3, 2025 as Entry No. 556163 in Book 976, Page 603, in the office of the Grand County Recorder.