



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a(n) South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I – Requirements;
 - Schedule B, Part II – Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy. Suite 350,, Portland, OR
97223



By: _____
President

By: _____
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Alpine Legal Title Insurance Agency
Issuing Office: 7985 South 700 East
Sandy, UT 84070
Issuing Office's ALTA® Registry ID: 590479
Loan ID Number:
Commitment Number: 124-0317
Issuing Office File Number: 124-0317
Property Address: 3529 North 4875 East, Eden, UT 84310
Revision Number:

SCHEDULE A

1. Commitment Date: March 15, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Loan Policy

Proposed Insured:	TBD
Proposed Amount of Insurance:	\$100,000.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Rex Bosen
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ALPINE LEGAL TITLE INSURANCE AGENCY
7985 South 700 East, Sandy, UT 84070
Telephone: (801) 883-9499

WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy. Suite 350,, Portland, OR
97223

Countersigned by:



Alpine Legal Title Insurance Agency, License
#590479



By: _____
President



By: _____
Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this form who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. NOTICE TO APPLICANT: The land covered herein may be sewed by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.
7. NOTES FOR INFORMATIONAL PURPOSES ONLY:

NOTE: A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed:

NOTE: Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or Mortgage thereon covered by this form.
9. Taxes for 2020 2024 were paid in the amount of \$773.99 1,439.40. Tax Serial Number 22-192-0010
10. Said property is within the boundaries of Eden and Tax District 203, and is subject to any charges and assessments levied thereunder
11. Notes from Plat as may be disclosed on the recorded plat of said subdivision.
12. Any oil, gas and other mineral rights, and the consequences of the right to mine or remove such substances including, but not limited to express or implies easements and the right to enter upon and use the surface of the land for exploration, drilling, or extraction related purposes.

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13. Any and all water rights, claims or title to water.
14. Easement in favor of Mountain States Telephone and Telegraph to construct, reconstruct, operate, maintain and repair and repair electric transmission and other equipment over, under and across a portion of the subject property and as described in document recorded November 1, 1973, as Entry No. 603984, in Book 1038, at Page 761 of the Official Records.
15. FIRE PROTECTION COVENANT recorded January 15, 1982 as Entry No. 850454 in Book 1396 on Page 467 of official records.
16. MUNICIPAL SERVICES COVENANT recorded January 15, 1982 as Entry No. 850455 in Book 1396 on Page 476 of official records.
17. SPRING WATER PROTECTION AREA BETWEEN WOLF CREEK COUNTRY CLUB AND POWER MOUNTAIN SKI RESORT recorded June 18, 1982 as Entry No. 859320 in Book 1404 on Page 1163.
18. RESOLUTION 18-96 , creating The Ogden Valley Natural Gas Improvement District, recorded April 12, 1996, as Entry No. 1399404, in Book 1801, at Page 295.
19. RESOLUTION 25-96 , creating The Ogden Valley Natural Gas Improvement District, recorded June 18, 1996, as Entry No. 1413086, in Book 1811, at Page 2786.
20. WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT recorded October 29, 1996 as Entry No. 1437504 in Book 1832 on Page 1346.
21. ESCROW CERTIFICATE recorded October 29, 1996 as Entry No. 1437505 in Book 1832 on Page 1356.
22. RIGHT-OF-WAY and EASEMENT GRANT to Questar Gas Company as more particularly described in document recorded April 2, 1999, as Entry No. 1625279, Book 2002, Page 2387 of the Official Records.
23. EASEMENT to Wolf Creek Associates for Irrigation Lines and Irrigation Storage reservoir Easement, and as more particularly described in document recorded November 22, 1999, as Entry No. 1675224, in Book 2045, at Page 35.
24. EASEMENT to Wolf Creek Village II, Association of Unit Owners, a Utah non-profit corporation for Golf Course Access and Use, and as more particularly described in document recorded February 28, 2001, as Entry No. 1754488, in Book 2119, at Page
25. 22. WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT which is more fully described in the document that was recorded on April 16, 2002 as Entry No. 1841072 in Book 2224 on Page 2197 of official records.
26. RIGHT-OF-WAY and EASEMENT GRANT to Questar Gas Company as more particularly described in document recorded September 2, 2003, as Entry No. 1970718, of the Official Records.

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27. CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND WOLF CREEK PROPERTIES, LLC recorded on April 6, 2005 as Entry No. 2095223 with an ASSIGNMENT that was recorded on July 30, 2009 as Entry No.
28. EASEMENT for Wolf Creek Sewer Improvement District, and as more particularly described in document recorded March 19, 2007, as Entry No. 2249658
29. CORRECTION AFFIDAVIT, Wolf Creek Sewer Improvement District recorded March 4, 2009 as Entry No. 2395512.
30. CERTIFICATE OF NAME CHANGE recorded January 6, 2011 as Entry No. 2510259.
31. RESOLUTION NO. 27-2012 recorded December 13, 2012, as Entry No. 2610456
32. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY recorded January 20, 2015 as Entry No. 2718461.
33. AFFIDAVIT recorded March 9, 2015 as Entry No. 2725109.
34. NOTICE OF INTEREST FOR ONGOING ASSESSMENTS, recorded October 16, 2015 as Entry No. 2761022.
35. CERTIFICATE OF BOUNDARY ADJUSTMENT recorded November 9, 2017 Entry No. 2889194.
36. OGDEN VALLEY PARKS SERVICE AREA NOTICE OF IMPENDING BOUNDARY ACTION recorded on November 9, 2017 as Entry No. 2889195.
37. JOINT RESOLUTION APPROVING AND ADJUSTMENT OF THE SERVICE AREAS COMMON BOUNDARY recorded November 9, 2017 as Entry No. 2889196.
38. Non-exclusive easements and rights of ways which affect the Common Areas as shown on the Record of Survey Map(including any amendments and/or supplements thereto) and as set forth in the Declaration, and any Amendments and/or Supplements as referred to herein.
39. Exclusive easements which affect the Common Area for "Limited Common Areas" and for facilities which are appurtenant to said unit as shown on the Record of Survey Map and as set forth in the Declaration, and any Amendments and/or Supplements to such Record of Survey Map and Declaration as referred to herein.
40. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded July 22, 1982, as Entry No. 864667, in Book 1409, at Page 1603.

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41. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded August 25, 1982, as Entry No. 866073, in Book 1411, at Page 363.
42. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded October 4, 1983, as Entry No. 891900, in Book 1433, at Page 969.
43. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded April 16, 2002, as Entry No. 1841070, in Book 2224, at Page 2106.
44. BY-LAWS of the Village at Wolf Creek Homeowners Association recorded April 16, 2002, as Entry No. 1841071, in Book 2224, at Page 2174 of the Official Records.
45. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded November 4, 2008, as Entry No. 2373669.
46. NOTICE OF TRANSFER FEE COVENANT which is more fully described in the document that was recorded on May 27, 2010 as Entry No. 2474768 of official records.
47. Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber County Recorder's Office as Entry Number 2932712 on July 26, 2018.
48. Declaration of De-Annexation from Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Village at Wolf Creek which was recorded on July 20, 2023 as Entry No. 3291528 in official records.
49. The terms and conditions of the Common Area Maintenance Agreement which was recorded on July 20, 2023 as Entry No. 3291533 of official records.

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50. NOTE: This Commitment includes a judgment and lien search on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked and none were found of record except as shown herein: Rex Bosen

CHAIN OF TITLE INFORMATION

The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are: NONE

INFORMATIONAL NOTES

NOTE 1: All of the recording information contained herein refers to the Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Record Books of said county, unless indicated to the contrary

NOTE 2: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

NOTE 3: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

ALL OF LOT 24, THE VILLAGE AT WOLF CREEK SUBDIVISION, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN COMMON AREAS, AND THE LIMITED COMMON AREAS APPURTENANT TO THE UNIT, AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.

Tax Parcel No. 22-192-0010

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