

E 3278914 B 7569 P 321-331  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/06/2020 10:17 AM  
FEE \$40.00 Pgs: 11  
DEP RT REC'D FOR NSL

When recorded, return to:

Verona Investments, LLC  
259 S. River Bend Way, Suite 102  
North Salt Lake, Utah 84054  
Attn: Property Manager

Parcel Nos.: 01-499-0017  
01-499-0018  
01-499-0019  
01-499-0020  
01-451-0005

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR**

01-517-0017 thru  
0022

**I-215 PARKWAY,**

D

**A Commercial Condominium Project**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM (this "*Amendment*") is made and entered into as of July 31, 2020 by and among Verona Investments, LLC, a Utah limited liability company ("*Declarant*"), and the undersigned unit owners (the "*Unit Owners*," and together with the Declarant, the "*Parties*"), pursuant to the Utah Condominium Ownership Act, as amended. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration (as defined below).

A. Declarant recorded a Declaration of Condominium for I-215 Parkway, a Commercial Condominium Project on September 28, 2016, as Entry No. 2969221 in the office of the Davis County Recorder, State of Utah (the "*Declaration*"), which affects certain real property owned by Declarant, as more particularly described in the Declaration.

B. The Unit Owners own a certain parcel of real property located in North Salt Lake, Davis County, State of Utah, which is adjacent to the Declarant Property, which is more particularly described on Exhibit A attached hereto and incorporated in this Amendment by reference (the "*Unit Owner Property*").

C. The Parties intend to execute, acknowledge and record in the office of the Davis County Recorder, State of Utah, an amended plat for the Land, which is attached hereto as Exhibit C and incorporated in this Amendment by reference (the "*Amended Plat*"), whereby the Unit Owner Property will become subject to the rights and obligations established under the Declaration and thereby made a part of the Project.

D. The Parties desire to amend the Declaration to incorporate the Amended Plat as the plat for all purposes of the Declaration, to make corresponding amendments and revise other provisions of the Declaration, subject to the provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby make the following amendment to the Declaration:

1. **Amendment to Recital A and B.** Recitals A and B of the Declaration, entitled "Description of Land" and "Buildings and Improvements," respectively, are hereby amended in their entirety as follows:

A. **Description of Land.** The Declarant and the Owners are the owners of the following described land (the "*Land*" or the "*Property*") located in North Salt Lake, Davis County, State of Utah:

See Exhibit A attached.

B. **Buildings and Improvements.** The Declarant and the Owners desire to construct certain commercial buildings on the Land that will contain building condominium units and other improvements, as shown on the Plat.

2. **Association.** The definition of "Association" as used in the Declaration, and as defined Section 1.5 of the Declaration, is hereby amended in its entirety as follows:

Association shall mean I-215 Parkway Owner Association, Inc., a Utah nonprofit corporation, organized for the purposes referred to in this Declaration; provided that so long as the Declarant owns more than fifty percent (50%) of the Condominiums, Declarant shall have all of the authority of the Association under this Declaration, and any reference in this Declaration to the rights, authority and duties of the Association shall be deemed to refer solely to the rights, authority and duties of the Declarant. Prior to transferring or assigning any Condominium that would reduce Declarant's ownership below fifty percent (50%) (other than a transfer or assignment of all of the Condominiums to a single owner in connection with the assignment of Declarant's rights under this Declaration), Declarant shall cause the Association to be duly organized and the Bylaws of the Association to be duly adopted by the Board of Directors. To the extent Utah Code 57-8-16.5(c) is applicable to the Project, the period of Declarant control and authorization shall begin on the recording of this Amendment and, except as provided herein, shall continue for the maximum period permitted by law.

3. **Amended Plat.** The term "Plat" as used in the Declaration, and as defined in Section 1.22 of the Declaration, shall be deemed to refer to the Amended Plat attached hereto, and any measurements, assessments, rights, obligations or other provisions in the Declaration referencing the "Plat" are hereby amended to make adjustments and modifications necessary to correspond to the changes in the Amended Plat.

4. **Retention of Declarant Control.** Section 9.4 of the Declaration, is hereby amended in its entirety as follows:

9.4 **Retention of Declarant Control.** So long as the Declarant owns more than fifty percent (50%) of the Condominiums, Declarant shall have all of the authority of the Association under this Declaration, and any reference in this Declaration to the rights, authority and duties of the Association shall be deemed to refer solely to the rights, authority and duties of the Declarant. Prior to transferring or assigning any Condominium that would reduce Declarant's ownership below fifty percent (50%) (other than a transfer or assignment of all of the Condominiums to a single owner in connection with the assignment of Declarant's rights under this Declaration), Declarant shall cause the Association to be duly organized and the Bylaws of the Association to be duly adopted by the Board of Directors. To the extent Utah Code 57-8-16.5(c) is applicable to the Project, the period of Declarant control and authorization shall begin on the recording of this Amendment and, except as provided herein, shall continue for the maximum period permitted by law.

5. **Exhibit B.** "Exhibit B" of the Declaration is hereby amended and replaced with the new Exhibit B attached hereto and incorporated in this Amendment by reference.

6. **Effectiveness.** All other provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

7. **Counterparts.** This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**DECLARANT:**

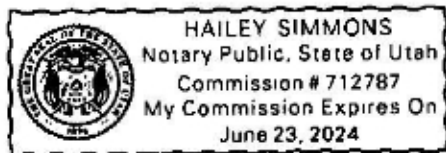
VERONA INVESTMENTS, LLC,  
a Utah limited liability company

By: STS Properties, LLC, Manager

By:   
\_\_\_\_\_  
Thomas D. Stuart, Manager

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On the 29<sup>th</sup> day of July 2020, personally appeared before me Thomas D. Stuart, who is personally known to me and who duly acknowledged that he is the Manager of STS Properties, LLC, the Manager of Verona Investments, LLC, and that he signed the foregoing Amendment to Declaration of Condominium for I-215 Parkway, a Commercial Condominium Project, voluntarily for its stated purpose and is duly authorized to do so.



  
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

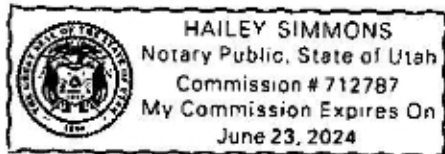
**OWNER:**

CORAL SPRINGS RESORT, LLC,  
a Utah limited liability company

By:   
\_\_\_\_\_  
Thomas D. Stuart, Manager

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )

On the 29<sup>th</sup> day of July 2020, personally appeared before me Thomas D. Stuart, who is personally known to me and who duly acknowledged that he is the Manager of Coral Springs Resort, LLC, and that he signed the foregoing Amendment to Declaration of Condominium for I-215 Parkway, a Commercial Condominium Project, voluntarily for its stated purpose and is duly authorized to do so.

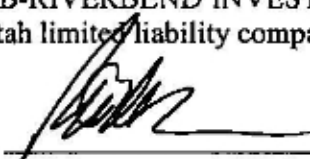


  
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**OWNER:**

SWB-RIVERBEND INVESTMENTS, LLC,  
a Utah limited liability company

By:   
\_\_\_\_\_  
Steven W. Bennett, Manager

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF Salt Lake )

On the 29 day of July 2020, personally appeared before me Steven W. Bennett, who is personally known to me and who duly acknowledged that he is the Manager of SWB-Riverbend Investments, LLC, and that he signed the foregoing Amendment to Declaration of Condominium for I-215 Parkway, a Commercial Condominium Project, voluntarily for its stated purpose and is duly authorized to do so.



  
\_\_\_\_\_  
Notary Public

BEGINNING AT THE NORTHWEST CORNER OF THE I-215 PARKWAY COMMERCIAL CONDOMINIUM AMENDED SUBDIVISION, SAID POINT BEING SOUTH 1841.17 FEET AND EAST 1090.87 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE 239.78 FEET ALONG A 160.00 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 85°51'58" (CHORD BEARS NORTH 50°35'05" EAST 217.98 FEET); THENCE SOUTH 55°36'33" EAST 295.05 FEET; THENCE NORTH 89°58'00" EAST 48.54 FEET; THENCE NORTH 0°06'00" WEST 290.72 FEET; THENCE SOUTH 7°20'46" EAST 645.93 FEET; THENCE NORTH 89°56'00" EAST 0.92 FEET; THENCE SOUTH 7°15'46" EAST 222.89 FEET; THENCE 78.04 FEET ALONG THE ARC OF A 327.72 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 13°38'41" (CHORD BEARS SOUTH 0°26'27" EAST 77.86 FEET); THENCE SOUTH 89°52'00" WEST 451.15 FEET; THENCE NORTH 40°15'47" WEST 308.43 FEET; THENCE NORTH 33°40'50" WEST 77.50 FEET; THENCE EAST 121.27 FEET; THENCE NORTH 378.26 FEET TO THE POINT OF BEGINNING.

CONTAINS:

8.890 ACRES

387,239 SQUARE FEET, MORE OR LESS

**EXHIBIT B**

UNITS, UNDIVIDED OWNERSHIP INTERESTS, AND VOTES

Estimated Total Square Feet of Buildings\* 126,798

<b>Unit</b>	<b>Total Square Feet*</b>	<b>Undivided Ownership of Common Areas</b>
Unit 17B	30,647	24.17%
Unit 18B	24,242	19.12%
Unit 19B	9,900	7.81%
Unit 20B	44,462	35.06%
Unit 21B	<u>17,547</u>	<u>13.84%</u>
Total	126,798	100.00%

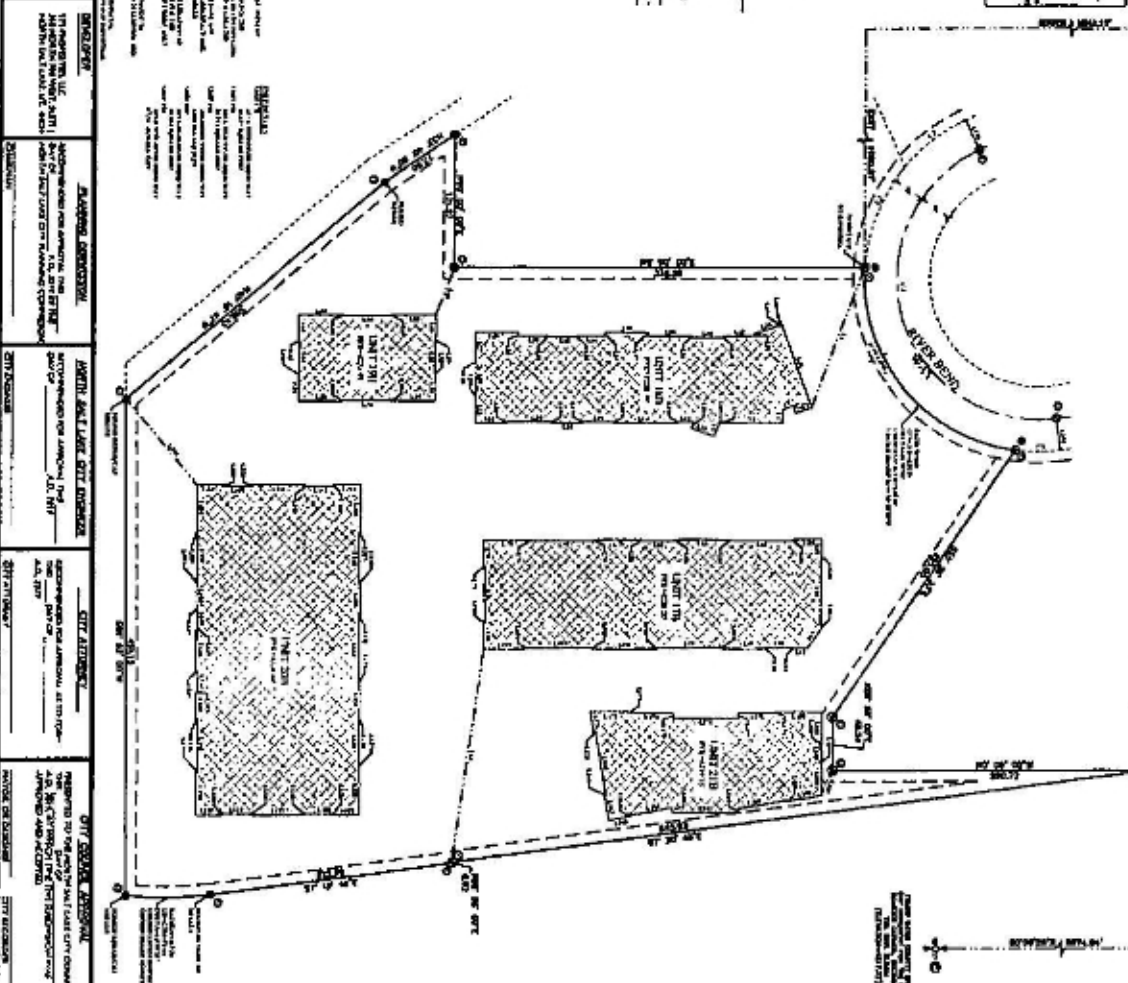


**EXHIBIT C**  
**AMENDED PLAT**

**1-215 PARKWAY COMMERCIAL  
CONDOMINIUM 2nd AMENDED**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18  
TOWNSHIP NORTH RANGE 1 WEST SALT LAKE BASIN AND NEVADA  
NORTH SALT LAKE CITY DAVIS COUNTY UTAH

Lot	Area	Owner	Remarks
1	0.10	...	...
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100	0.10	...	...



**1-215 PARKWAY COMMERCIAL  
CONDOMINIUM 2nd AMENDED**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18  
TOWNSHIP NORTH RANGE 1 WEST SALT LAKE BASIN AND NEVADA  
NORTH SALT LAKE CITY DAVIS COUNTY UTAH

**CIR ENGINEERING, L.L.C.**  
3025 SOUTH 1100 WEST, SUITE 202  
SALT LAKE CITY, UT 84119

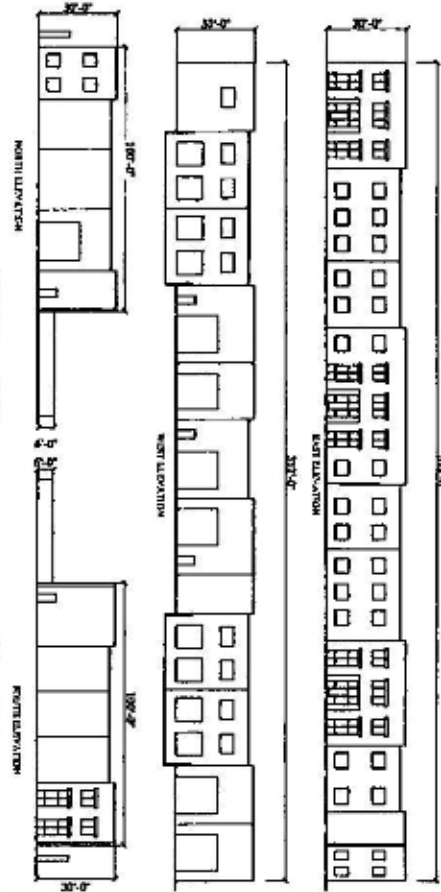
**PREPARED BY:** CIR ENGINEERING, L.L.C.  
**DATE:** 11/15/11  
**SCALE:** 1" = 20'

**APPROVED BY:** [Signature]  
**DATE:** 11/15/11

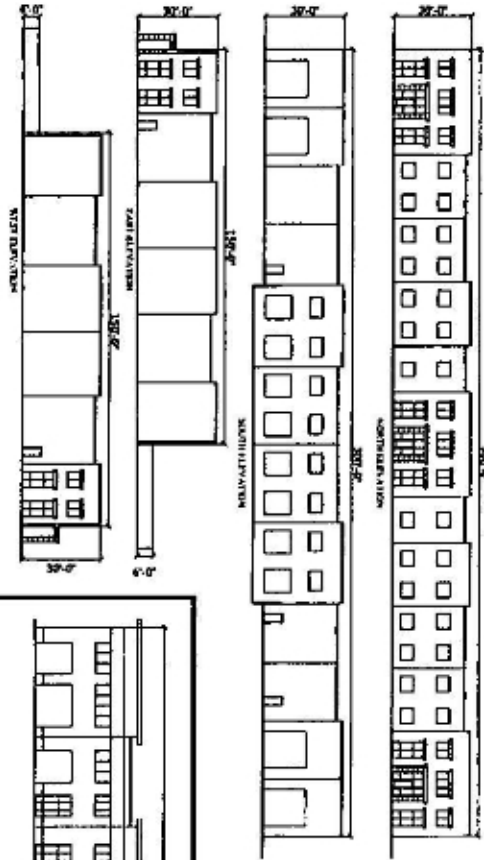
**REVISIONS:**

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMIT

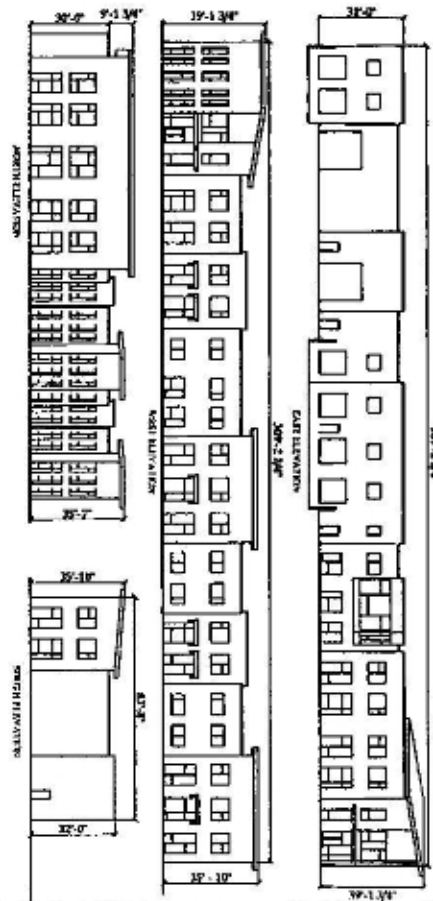
UNIT 17B  
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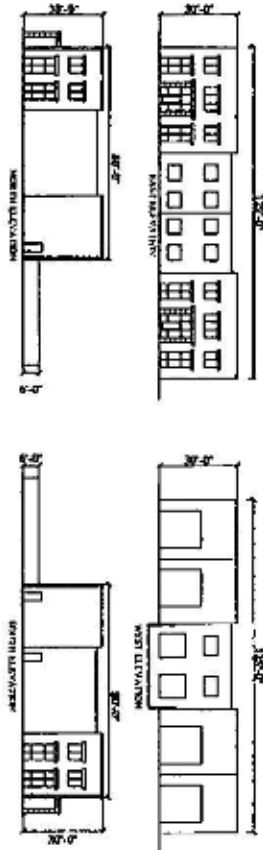
UNIT 20B  
ELEVATIONS  
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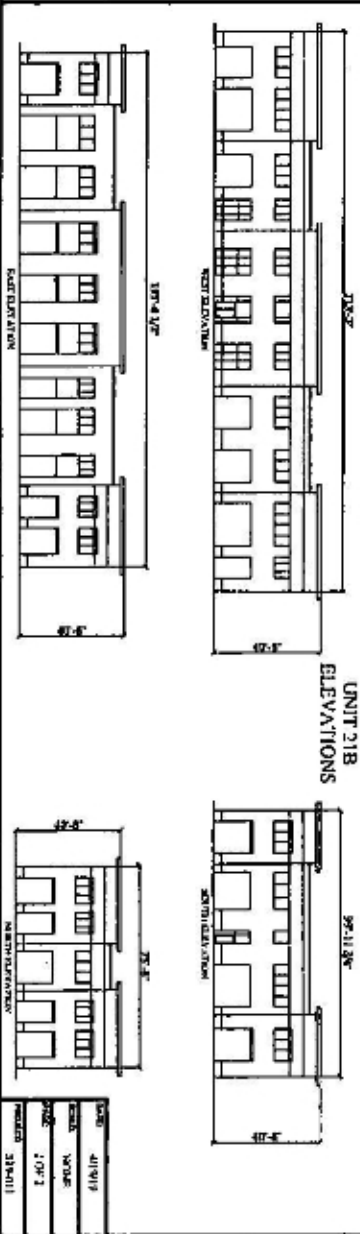
UNIT 18B  
ELEVATIONS  
30'-2 3/4"



UNIT 19B  
ELEVATIONS  
32'-0"



UNIT 21B  
ELEVATIONS  
32'-0"



DATE	10/19/00	
BY	10/19/00	
SCALE	1/4" = 1'-0"	
PROJECT	10/19/00	
DESCRIPTION	10/19/00	
REVISIONS		
NO.	DATE	DESCRIPTION
1	10/19/00	10/19/00