

33/10 1,2, Common Renaissance Towne Centre 1 03-214-0001-2003
1453-5, Renaissance Towne Centre 2
145-535, 4,5

RECORDING REQUESTED BY, AND
WHEN RECORDED, PLEASE RETURN TO:

Steven D. Peterson, Esq.
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111-2221

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 23 11:40 AM FEE 33.00 DEP DJW
REC'D FOR TOWNE CENTRE LLC

**SUPPLEMENTAL DECLARATION
TO
DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
RENAISSANCE TOWNE CENTRE
(a Commercial Mixed Use Planned Unit Development)**

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RENAISSANCE TOWNE CENTRE (a Commercial Mixed Use Planned Unit Development) (this "Supplemental Declaration") is executed pursuant to the provisions of that certain Master Declaration described in Recital A below by TOWN CENTER, LLC, a Utah limited liability company ("Declarant") and RENAISSANCE TOWNE PROPERTIES, L.L.C., a Utah limited liability company ("Owner").

RECITALS:

A. On March 28, 2003, Declarant recorded with the Recorder of Davis County, Utah, a Declaration of Covenants, Conditions, Easements and Restrictions for Renaissance Towne Centre (a Commercial Mixed Use Planned Unit Development) as Entry No. 1847201 at Book 3257, Page No. 1255, covering the initial real property and improvements situated in Davis County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Project"). On March 28, 2003, in connection with the recording of the Master Declaration, Declarant also recorded that certain Master Plat for the Project entitled Renaissance Towne Centre, a Commercial Mixed-Use Planned Unit Development, Phase 1, Plat 1, as Entry No. 1847200 at Book 3257, Page 1254 in the Davis County Recorder's Office ("Master Plat").

B. Pursuant to Section 2.5 of the Master Declaration, Declarant reserved the right to expand the Project by recordation of this Supplemental Declaration and without the prior consent of any other Owner, except for the Owner of all or any portion of the Additional Land. Declarant now desires to exercise its right to expand the Project by adding to the Project the Additional Land described in Exhibit "B" attached hereto and incorporated herein by this reference ("Additional Land").

C. Owner holds fee title to certain portions of the Additional Land.

D. In connection with Declarant's exercise of its right to expand the Project, 3 new Lots will be added to the Project as Lots 3, 4 and 5, together with additional Common Elements as may be designated by Declarant, as such Lots are identified in that certain supplemental plat entitled Renaissance Towne Centre, a Commercial Mixed-Use Planned Unit Development, Phase 2, Plat 1 ("Supplemental Plat"). The Supplemental Plat will be simultaneously recorded with the Davis County Recorder's Office in connection with the recording of this Supplemental Declaration.

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

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

2. Exercise of Option to Expand. Declarant hereby exercises its option to expand the Project pursuant to Section 2.5 of the Master Declaration, and adds to the Project the real property described in Exhibit "B" together with the improvements located thereon or to be located thereon, to become part of the Project as Lots as more particularly set forth in the Supplemental Plat recorded simultaneously herewith. Declarant and the Owner declare that from and after the date set forth below, the Additional Land is now subject to, and governed by, the provisions of the Master Declaration and any amendments or supplements thereto.

3. Reservation of Declarant Rights. Pursuant to the Master Declaration, all Declarant rights concerning the Project reserved to the Declarant in the Master Declaration are hereby incorporated and reserved to Declarant with respect to the Additional Land hereby added to the Project. The exercise of Declarant rights concerning such Additional Land shall be governed by the same terms, provisions and limitations set forth in the Master Declaration regarding the exercise of Declarant rights.

4. Assessment Units; Assessment Percentage and Votes. Pursuant to Section 5.6 of the Master Declaration, the number of Assessment Units attributable to each new Lot created pursuant to this Supplemental Declaration and the Supplemental Plat will be the same as the total number of Square Feet of Net Building Area of each such Lot. The Assessment Percentage attributable to each Lot shall be determined by dividing the number of Assessment Units attributable to each Lot by the total number of Assessment Units in the Project, as such. Assessment Units may be modified subject to the Master Declaration and such greater amount of Square Feet of Net Building Area which have been or may be granted by the City. Each Owner shall be a Member of the Master Association pursuant to Section 4.1 of the Master Declaration and shall have the number of votes in the Master Association as set forth in Section 4.2 of the Master Declaration, subject to the authority of the Board to suspend the voting rights of the Member for violations of the Master Declaration in accordance with the provisions thereof.

5. Master Declaration Remains in Effect. This Supplemental Declaration and the Supplemental Plat shall be considered supplemental to the Master Declaration and to the Master

Plat. Except as expressly amended by the foregoing, the Master Declaration and the Master Plat shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Supplemental Declaration and the Supplemental Plat.

6. Authority. Except for the signature of the Owner set forth below, Declarant hereby certifies that Declarant may execute this Supplemental Declaration without the consent or signature of any other party or Owner as provided in Section 2.5 of the Master Declaration.

7. Owner's Consent. By placing its signature below, Owner hereby declares that the Additional Land shall constitute a portion of the Property and hereby agree and acknowledge that by the recordation of this Supplemental Declaration and the Supplemental Plat, the Additional Land is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to the Master Declaration and the limitations, covenants, conditions, restrictions, easements, liens and charges set forth therin, all of which are equitable servitudes and shall run with the title to the Additional Land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Land or any portion thereof and their respective heirs, successors and assigns.

8. Counterparts. This Supplemental Declaration 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.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, this Supplemental Declaration is hereby executed this _____ day of April, 2003.

DECLARANT:

TOWN CENTER, LLC,
a Utah limited liability company

By: Bruce V. Broadhead
Bruce V. Broadhead, Manager

By: Stephen R. Gilmor
Stephen R. Gilmor, Manager

OWNER:

RENAISSANCE TOWNE PROPERTIES, L.L.C.,
a Utah limited liability company

By: Bruce V. Broadhead
Bruce V. Broadhead, Managing Manager

By: V. Brent Cook
V. Brent Cook, Managing Manager

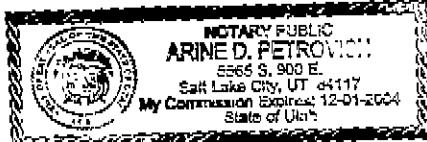
STATE OF UTAH

SS.

COUNTY OF Sett. Lake

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On the 9th day of April, 2003, personally appeared before me Bruce V. Broadhead, signer of the above Supplemental Declaration, who being duly sworn, did say that he is the Manager of Town Center, LLC, a Utah limited liability company, and a Member of Renaissance Towne Properties, LLC, a Utah limited liability company, and that the Supplemental Declaration was signed in behalf of each said company under authority granted by its respective operating agreement, and said individual duly acknowledged to me that each said company executed the same.



Arine D. Petrovich
Notary Public
Residing at: Sett. Lake City, Utah

Nevada

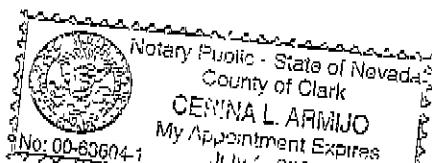
STATE OF UTAH

SS.

COUNTY OF Clark

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On the 7th day of April, 2003, personally appeared before me Stephen R. Gilmore, signer of the above Supplemental Declaration, who being duly sworn, did say that he is the Manager of Town Center, LLC, a Utah limited liability company, and that the Supplemental Declaration was signed in behalf of said company under authority granted by its operating agreement, and said individual duly acknowledged to me that said company executed the same.



Cerina L. Armijo
Notary Public
Residing at: Las Vegas, NV

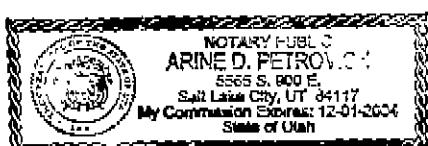
STATE OF UTAH

SS.

COUNTY OF Sett. Lake

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On the 9th day of April, 2003, personally appeared before me V. Brent Cook, signer of the above Supplemental Declaration, who being duly sworn, did say that he is a Member of Renaissance Towne Properties, LLC, a Utah limited liability company, and that the Supplemental Declaration was signed in behalf of said company under authority granted by its operating agreement, and said individual duly acknowledged to me that said company executed the same.



Arine D. Petrovich
Notary Public
Residing at: Sett. Lake City, Utah

**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned Beneficiary ("Lienholder") under that certain Deed of Trust dated December 15, 1998, and recorded December 23, 1998, as Entry No. 1472336, in Book 2419, at Page 355 of the Official Records of Davis County, Utah (the "Deed of Trust"), consents to all of the provisions contained in the attached Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions for Renaissance Towne Centre (a Commercial Mixed Use Planned Unit Development), and covenants and agrees that the lien of the Deed of Trust shall be junior, subordinate and subject to said Supplemental Declaration, and that any foreclosure of the Deed of Trust, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the attached Supplemental Declaration.

DATED this 7th day of April, 2003.

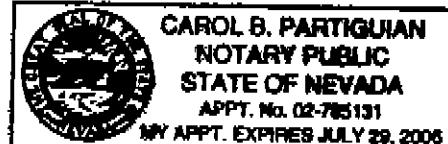
U.S. BANK NATIONAL ASSOCIATION

By Ray B. Lancaster
Its Vice President

STATE OF Nevada)
COUNTY OF Clark)
ss.

On the 7th day of April, 2003, personally appeared before me Ray B. Lancaster, who, being by me duly sworn, did say that she/he is the Vice President of U.S. Bank National Association and that said instrument was signed in behalf of said institution.

NOTARY PUBLIC



**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned Beneficiary ("Lienholder") under that certain Deed of Trust dated October 2, 2002, and recorded October 8, 2002, as Entry No. 1793081, in Book 3142, at Page 537 of the Official Records of Davis County, Utah (the "Deed of Trust"), consents to all of the provisions contained in the attached Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions for Renaissance Towne Centre (a Commercial Mixed Use Planned Unit Development), and covenants and agrees that the lien of the Deed of Trust shall be junior, subordinate and subject to said Supplemental Declaration, and that any foreclosure of the Deed of Trust, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the attached Supplemental Declaration.

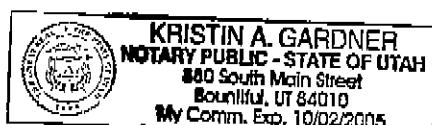
DATED this 10th day of April, 2003.

COLLIER MANAGEMENT &
DEVELOPMENT, INC., a Utah corporation

By 
Its President

STATE OF Utah)
:ss.
COUNTY OF Davis)

On the 10th day of April, 2003, personally appeared before me Alan Collier, who, being by me duly sworn, did say that she/he is the President of Collier Management & Development, Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation.




NOTARY PUBLIC

EXHIBIT "A"

Property Legal Description

Beginning at a point on the Southeast right-of-way line of Utah State Highway 68 (formerly known as Highway 106) which point is N 89°53'57"E 267.30 ft. along the Section Line and N 26°51'21"E 831.06 ft. along the centerline of said Highway 68 and S 63°08'39"E 46.00 ft. from the Southwest corner of Section 30, T.2N., R.1E., S.L.B.& M. and running thence N 26°51'21"E 95.00 ft. along said Highway 68 right-of-way line; thence S 63°08'39"E 147.74 ft.; thence Northeasterly 235.96 ft. along the arc of a 1,133.50 ft. radius curve to the right through a central angle of 11°55'37" (chord bears N 25°11'40"E 235.53 ft.); thence N 31°09'28"E 223.85 ft., thence Northeasterly 33.21 ft. along the arc of a 25.00 ft. radius curve to the left through a central angle of 76°06'48" (chord bears N 69°12'53"E 30.82 ft.); thence N 31°09'28"E 78.53 ft.; thence Northwesterly 32.40 ft. along the arc of a 25.00 ft. radius curve to the left through a central angle of 74°14'37" (chord bears N 5°57'51"W 30.18 ft.); thence S 89°45'21"W 188.73 ft. to a point which is N 26°51'21"E 594.13 ft. along said Southeast right-of-way line of Highway 68 from the point of beginning; thence N 26°51'21"E 4.49 ft. along said Southeast right-of-way line of Highway 68; thence N 89°45'21"E 463.45 ft. along the South boundary of 1500 South Street (a 66 ft. wide road); thence S 31°09'28"W 4.69 ft.; thence S 89°45'21"W 180.93 ft.; thence S 31°09'28"W 90.87 ft.; thence S 58°50'32"E 92.00 ft.; thence N 31°09'28"E 69.50 ft.; thence S 58°50'32"E 62.44 ft.; thence S 31°09'28"W 8.00 ft.; thence S 58°50'32"E 136.56 ft.; thence S 31°09'28"W 321.00 ft. along the Northwest boundary of Main Street; thence N 58°50'32"W 191.00 ft.; thence S 31°09'28"W 48.000 ft.; thence N 58°50'32"W 113.50 ft.; thence Southwesterly 297.97 ft. along the arc of a 1,066.50 ft. radius curve to the left through a central angle of 16°00'29" (chord bears S 23°12'27"W 297.00 ft.); thence N 63°08'39"W 216.70 ft.; thence Southwesterly 32.18 ft. along the arc of a 50.00 ft. radius curve to the left through a central angle of 36°52'11" (chord bears S 45°17'27"W 31.62 ft.) to the point of beginning.

Containing 3.5043 Acres

03-214-0001,0002 & 0003
Lots 1, 2 & Common Elements
Phase 1

Exhibit "B"

Beginning at the Southeast Corner of Lot 5, Block K, North Mill Creek Plat, Bountiful Townsite Survey, which point is also S 89°45'21" W 33.00 ft. along the centerline of said 1500 South Street (a 66 ft. wide road) and N 0°09'21" E 33.00 ft. from an existing brass monument at the centerline intersection of 200 West Street and said 1500 South Street and running thence S 89°45'21" W 619.05 ft. along said North boundary of 1500 South Street; thence along the Easterly boundary of State Highway 68 in the following two courses: N 0°14'38" W 13.49 ft., N 26°51'21" E 399.02 ft.; thence along the boundary of Continental Townhouse Condominiums in the following three courses: S 89°44'49" E 293.85 ft.; S 0°09'21" W 90.18 ft.; S 89°46'19" E 146.00 ft.; thence S 0°09'21" W 274.78 ft. along the West line of said 200 West Street to the point of beginning.

4.1882 *MWB*
Containing ~~4.1767~~ Acres.

03 - 215- 0003,0004,0005
Lots 3, 4 & 5
Phase 2

