

03-225-0001, 002, 003
03-228-0004, 007, 008, 009

7/25

RETURNED

NOV 02 2005

2119381

BK 3904 PG 670

**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

E 2119381 B 3904 P 670-676
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/02/2005 12:38 PM
FEE \$26.00 Pgs: 7
DEP RTT PEC'D FOR TOWNCENTER LLC

①

**SUPPLEMENTAL DECLARATION
TO
DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
RENAISSANCE TOWNE CENTRE
(a Commercial Mixed Use Planned Unit Development)
PHASE 1, PLAT 2**

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").

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) ("Master Declaration") 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, as amended and restated by that certain Master Plat for the Project entitled Renaissance Towne Centre, a Commercial Mixed-Use Planned Unit Development, Phase 1, Plat 1, Amended, recorded in the Davis County Recorder's Office on August 15, 2005 as Entry No. 2096953 at Book 3849, Page 513 (together, the "Master Plat").

B. In April 2003, Declarant recorded with the Recorder of Davis County, Utah, that certain Supplemental Declaration to Declaration of Covenants, Conditions, Easements and Restrictions for Renaissance Towne Centre (a Commercial Mixed Use Planned Unit Development) for Phase 2, Plat 1, as amended (the "First Supplemental Declaration"). On April 23, 2003, in connection with the recording of the First Supplemental Declaration, Declarant also recorded that certain Plat for the Project entitled Renaissance Towne Centre, a Commercial

Mixed-Use Planned Unit Development, Phase 2, Plat 1, as amended ("First Supplemental Plat") as Entry No. 1856912 at Book 3275, Page 590 in the Davis County Recorder's Office.

C. 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. 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").

D. The Master Declaration, as amended and supplemented pursuant to the First Supplemental Declaration and this Supplemental Declaration, as the same may be further amended and supplemented pursuant to certain other amendments and other Supplemental Declarations that Declarant has or may in the future record, is collectively referred to as the "Master Declaration," which term shall, for all purposes hereof or of any related document, mean and refer to the Master Declaration defined in Recital A above, as so amended, supplemented, or otherwise modified.

E. In connection with Declarant's exercise of its right to expand the Project, 3 new Lots will be added to the Project as Lots 6, 7 and 8, 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 1, Plat 2 ("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 declares 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, the First Supplemental Declaration, the Supplemental Plat and the First 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. Effective Date. This Supplemental Declaration shall be effective as of the date of its recordation in the real property records of the Recorder in and for Davis County, Utah.

7. Authority. 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.

(The rest of this page intentionally left blank. Signature page follows.)

EXHIBIT "A"**Original Project Legal Description, as Amended**

Beginning at a point on the Southeast right-of-way line of Utah State Highway 68 (formerly known as Highway 106) which point is N89°53'57"E 267.30 ft. along the Section Line and N26°51'21"E 831.06 ft. along the centerline of said Highway 68 and S63°08'39"E 46.00 ft. from the Southwest corner of Section 30, T.2N., R.1E., S.L.B. & M. and running thence N26°51'21"E 95.00 ft. along said Highway 68 right-of-way line; thence S63°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 N25°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 N69°12'53"E 30.82 ft.); thence N31°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 N5°57'51"W 30.18 ft.); thence S89°45'21"W 188.73 ft. to a point which is N26°51'21"E 594.13 ft. along said Southeast right-of-way line of Highway 68 from the point of beginning; thence N26°51'21"E 4.49 ft. along said Southeast right-of-way line of Highway 68; thence N89°45'21"E 463.45 ft. along the South boundary of 1500 South Street (a 66 ft. wide road); thence S31°09'28"W 4.69 ft.; thence S89°45'21"W 180.93 ft.; thence S31°09'28"W 90.87 ft.; thence S58°50'32"E 92.00 ft.; thence N31°09'28"E 69.50 ft.; thence S58°50'32"E 62.44 ft.; thence S31°09'28"W 8.00 ft.; thence S58°50'32"E 136.56 ft.; thence S31°09'28"W 324.50 ft. along the Northwest boundary of Main Street; thence N58°50'32"W 191.00 ft.; thence S31°09'28"W 44.50 ft.; thence N58°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 S23°12'27"W 297.00 ft.); thence N63°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 S45°17'27"W 31.62 ft.) to the point of beginning.

Containing 3.5196 Acres

Exhibit "B"**Additional Land - Parcel #3**

Beginning at a point on the Southeast right-of-way line of Utah State Highway 68 which point is N89°53'57"E 267.30 ft. along the Section Line and N26°51'21"E 926.06 ft. along the centerline of said Highway 68 and S63°08'39"E 46.00 ft. from the Southwest corner of Section 30, T.2N., R.1E., S.L.B. & M. and running thence N26°51'21"E 499.13 ft. along said Highway 68 right-of-way line; thence N89°45'21"E 188.73 ft.; thence Southeasterly 32.40 ft. along the arc of a 25.00 ft. radius curve to the right through a central angle of 74°14'37" (chord bears S5°57'51"E 30.18 ft.); thence S31°09'28"W 78.53 ft.; thence Southwesterly 33.21 ft. along the arc of a 25.00 ft. radius curve to the right through a central angle of 76°06'48" (chord bears S69°12'53"W 30.82 ft.); thence S31°09'28"W 223.85 ft.; thence Southwesterly 235.96 ft. along the arc of a 1,133.50 ft. radius curve to the left through a central angle of 11°55'37" (chord bears S25°11'40"W 235.53 ft.); thence N63°08'39"W 147.74 ft. to the point of beginning.

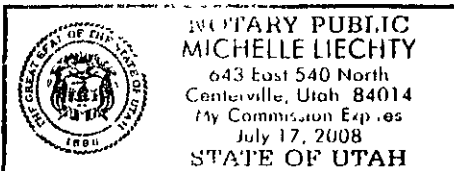
Containing 1.8788 Acres

TOWN CENTER, LLC,
a Utah limited liability company

By: Bruce V Broadhead
Bruce V. Broadhead, Manager

STATE OF UTAH }
COUNTY OF SALT LAKE }
SS. }

On the 27 day of October, 2005, 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 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.



Mitchell D. Smith
Notary Public
Residing at: Centerville, Utah

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

The undersigned Trustee on behalf of America First Federal Credit Union as Beneficiary under that certain Deed of Trust dated May 16, 2005 and recorded May 17, 2005 as Entry No. 2074058, in Book 3789, at Page 666 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.

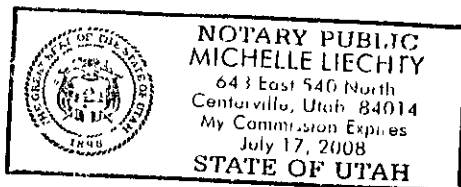
DATED this 26 day of October, 2005.

LANDMARK TITLE COMPANY,
a Utah corporation, Trustee

By *Jeffrey J. Jensen*
Its *President*

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On the 26 day of October, 2005, personally appeared before me
Jeffrey J. Jensen, who, being by me duly sworn, did say that she/he is the
President of Landmark Title Company, a Utah corporation, and that said
instrument was signed in behalf of said institution.



Michelle Liechty
NOTARY PUBLIC