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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/3/2016 1:03:00 PM
FEE $25.00 Pgs: 4
DEP eCASH REC'D FOR SUTHERLAND TITLE C

When Recorded Return to:

Preston E. Wood
101 North Scenic Hills Circle
North Salt Lake, Utah 84054

Tax Parcel No.: 01-476-0006
STC#32182

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LOFTS @ 99TH, A PLANNED UNIT DEVELOPMENT

NOTE TO TITLE SEARCHERS:

THIS AMENDMENT, WHEN FILED FOR RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH, MODIFIES AND AMENDS THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LOFTS @ 99TH, A PLANNED DEVELOPMENT, CONSISTING OF THE REAL PROPERTY MORE PARTICULARLY DESCRIBED ON "EXHIBIT A" (THE "PROJECT"), RECORDED ON JANUARY 15, 2015, AS ENTRY NO. 2843565, BOOK NO. 6184, PAGE NOS. 354-395 (THE "DECLARATION"). THE DECLARATION WAS PREVIOUSLY AMENDED BY A FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON MARCH 9, 2015, AS ENTRY NO. 2852727, BOOK NO. 6219, PAGE NOS. 68-71 (THE "FIRST AMENDMENT"); AND A SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LOFTS @99TH, A PLANNED UNIT DEVELOPMENT, RECORDED ON NOVEMBER 12, 2015, AS ENTRY NO. 2904562, BOOK NO. 6392, PAGE NOS. 937-940 (THE "SECOND AMENDMENT").

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Amendment") approved by Brycewood Development, LLC ("Brycewood"), the Declarant under the Declaration (the "Declarant"), is hereby submitted for recording in the Official Records on file in the Office of the Recorder of Davis County, State of Utah.

RECITALS

WHEREAS, Brycewood was the original developer of a planned development consisting of certain real property located in North Salt Lake, Davis County, State of Utah, commonly known as The Lofts @ 99th ("The Lofts"); and

WHEREAS, Brycewood, as Declarant under the Declaration, recorded or caused to be recorded the Declaration, the First Amendment, and the Second Amendment; and

WHEREAS, the Declarant desires to amend the Declaration, pursuant to Paragraph 13.2 of the Declaration, as set forth herein; and

DECLARATION

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following shall be added in its entirety as Paragragh 9.7 of Section 9, Leases and Leasing:

> 9.7 **Right to Lease Lot 6.** Rebecca L. Bossart ("Bossart"), as owner of Lot 6 of the Project, with a street address of 78 East North Towne, North Salt Lake, UT 84054 ("Lot 6"), has the right to rent Lot 6 to a tenant designated by Bossart (the "Tenant"), provided that all restrictions of Sections 9.1 through 9.6 of the Declaration shall continue to apply to such rental agreement. Bossart shall retain such right to rent notwithstanding any action by Declarant or other Owners to amend the Declaration or terminate such right by other means. At such time as Lot 6 is sold, transferred, or assigned by Bossart to another Owner, whether voluntarily or involuntarily, neither Bossart nor her assignees, transferees, or successors in interest shall retain the right to prevent Declarant or other Owners from terminating rental rights relating to Lot 6, other than through such provisions as would normally accrue to any Owner under the Declaration.

2. Any term or phrase used in this Amendment that has its first capital letter capitalized that is not defined herein shall have the meaning and definition ascribed to it in the Declaration.

3. This Amendment is executed for the sole purpose of amending a section of the Declaration as set forth above, and does not constitute or in any way operate as an amendment, alteration, release or discharge of any other terms, conditions, rights or obligations as set forth in the Declaration. In the event of any conflict or discrepancy between the terms of the Declaration and this Amendment, the terms of this Amendment shall govern and control.

(Signature Page to Follow)

IN WITNESS WHEREOF, this Amendment is executed by the undersigned to be effective on this 2 day of March, 2016.

DECLARANT:

BRYCEWOOD DEVELOPMENT, LLC
a Utah limited liability company

By: _____
Preston E. Wood, Manager

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 2 day of March, 2016, before me, the undersigned notary public, personally appeared Preston E. Wood, the Manager of Brycewood Development, LLC, a Utah limited liability company, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.

CONNIE DAILEY
Notary Public State of Utah
My Commission Expires on:
September 9, 2019
Comm. Number: 685126

_____
Notary Public

[seal]

Exhibit "A"

Legal Description

Parcel 1:
Lots 1 thru 10 inclisuve, contained within THE LOFT @ 99 P.U.D., a Planned Unit Development, as the same is identified in the Record of Survey Map recorded in Davis County, Utah, on March 9, 2015, as Entry No. 2852726, and in the Declaration of Covenants, Conditions and Restrictions recorded January 15, 2015, as Entry No. 2843565, in Book 6184, at Page 354, of official records (as said Map and Declaration may heretofore be amended and/or supplemented).

Tax Parcel No.: 01-476-0001 through 01-476-0010

Parcel 1A:
TOGETHER WITH a non-exclusive easement of use and enjoyment in and to the projects common areas and facilities as defined and provided for in said Map and Declaration. ALSO, TOGETHER WITH and SUBJECT TO a right of way for ingress and egress as defined and described in that certain Common Accessway Easement Agreement recorded April 20, 2012, as Entry No. 2656539, in Book 5505, at Page 96, of official records.