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03-279-0009, 0010  
SUPPLEMENTAL DECLARATION  
TO  
DECLARATION OF D  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
RENAISSANCE TOWNE CENTRE  
(a Commercial Mixed Use Planned Unit Development)  
03-225-0001, 0002, 0003

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 (in its capacity as both "Declarant" and as "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. Declarant holds fee title to and is the Owner of the Additional Land.

D. In connection with Declarant's exercise of its right to expand the Project, two (2) new Lots will be added to the Project as Lots 9 and 10, 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 3 ("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.

E. Declarant anticipates that Lot 9 will consist of a new mixed use commercial/residential building, to include (i) commercial office space on the main level of the Building; (ii) forty (40) apartment units on the floors above the main level; and (iii) forty (40) parking stalls to be assigned to the apartment units.

F. Declarant anticipates that Lot 10 will continue in its existing commercial use as a gas station and convenience store, and has determined that the tenant of Lot 10 and its guests, employees, invitees, permittees, licensees, patrons and customers will not materially utilize the Parking Structure or the other Common Elements within the Project.

G. Pursuant to Section 2.5 of the Master Declaration, the Supplemental Declaration may modify any of the covenants, conditions and restrictions otherwise applicable to the Additional Land in the Supplemental Declaration where such changes are deemed necessary in the discretion of the Declarant to address a unique condition affecting or relating to the Additional Land that is the subject of the Supplemental Declaration or to more fairly allocate the benefits and obligations of membership within the Master Association.

H. In the exercise of its discretion, Declarant has deemed it necessary and equitable to provide for a lower allocation of Assessment Units per Square Foot of Net Building Area for Lots 9 and 10 on the terms and conditions set forth in this Supplemental Declaration to address unique conditions affecting or relating to the Additional Land and to more fairly allocate the benefits and obligations of membership within the Master Association because, among other reasons, (i) the City mandated parking ratio for a residential apartment building is significantly lower than the corresponding parking ratio required for office and retail use; (ii) the parking requirements for Lot 9 are being met primarily by the construction of parking spaces to be constructed on Lot 9; (iii) currently, approximately half of the Assessments by the Master Association go toward payment of the expenses related to the operation of the Parking Structure; and (iv) the tenant of Lot 10 and its guests, employees, invitees, permittees, licensees, patrons and customers will not materially utilize the Parking Structure or the other Common Elements within the Project.

I. Pursuant to that certain official instrument entitled Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1, Amended ("Plat 1") duly recorded with the Davis County, Utah Recorder's Office, the Owner of the Additional Land has a perpetual easement for ingress and egress and for the encroachment of any Building or other improvements over the air space located above the surface of the Common Elements located between Lot 2 (as shown on Plat 1) and the Additional Land and the non-exclusive easement for ingress and egress and utilities on the Additional Land, provided that such air space easement is no less than thirteen (13) feet above the surface of the Common Elements (the "Air Space

Easement"). The location of the Air Space Easement is described in Exhibit "C" attached hereto and incorporated herein by this reference.

J. Pursuant to Section 15.2 of that certain Declaration of Covenants, Conditions, and Restrictions and Tenancy in Common Agreement for Parking Structure at Renaissance Town Centre, Phase 1, Lot 2, recorded March 28, 2003 in the Davis County, Utah Recorder's Office as Entry No. 1874004, Book 3305, Page 260, as supplemented and amended from time to time (the "Parking Structure Declaration"), it is contemplated that the Owner may construct certain improvements in conjunction with the construction of the Building on the Additional Land that may connect to the Parking Structure and/or overhang the airspace above and adjacent to the Parking Structure and which may also encroach on the physical improvements of the Parking Structure (as defined in the Parking Structure Declaration, the "Overhang and Connecting Improvements") and, in connection therewith, the Owners of the Parking Structure (as defined in the Parking Structure Declaration) granted and conveyed to Owner, its successors and assigns, for the benefit of the Additional Land, a perpetual and exclusive easement in the air and space over and above the Parking Structure, for connection to the Parking Structure and/or support of the Overhang and Connecting Improvements, for the purposes of encroachment of the Overhang and Improvements, or portion thereof, and related appurtenances and components thereof into such Parking Structure and upon such air and space, and the construction, operation, maintenance, repair and reconstruction of such Overhang and Connecting Improvements, or portion thereof, and appurtenances (the "Parking Structure Easement" and, collectively with the Air Space Easement, the "Exclusive Easements").

K. Pursuant to Plat 1, and subject to the Airspace Easement, the Owners of Lot 1, Lot 2 and the Additional Land have a non-exclusive easement for ingress and egress and utilities for the benefit of Lot 1, Lot 2 and the Additional Land over, under and through a portion of the Additional Land that is part of Lot 10, as depicted on Plat 1 and described on Exhibit "D" attached hereto and incorporated herein by this reference (the "Driveway Easement").

L. Pursuant to Section 6.4.3 of the Master Declaration, the Declarant reserves any other easements referred to on any Plat as provided for by the Master Declaration or for the benefit of the Master Association or for the use and enjoyment of the Members or Owners. In connection with the construction of Lot 1, an emergency generator was previously installed on a portion of the Additional Land for the benefit of Lot 1, specifically the surgical center operated within the Building (the "Generator"). Subject to the Airspace Easement and the Driveway Easement and the terms and conditions of this Supplemental Declaration, including, without limitation, the provisions governing automatic termination, Declarant and Owner desire to grant the Owner of Lot 1 a non-exclusive easement for the physical placement and location of the Generator and for ingress and egress to the Generator for the benefit of Lot 1 over, under and through a portion of the Additional Land that is part of Lot 10, as described on Exhibit "E" attached hereto and incorporated by this reference (the "Generator Easement").

M. Declarant and Owner desire to clarify the allocation of costs and expenses associated with the Exclusive Easements, the Driveway Easement, and the Generator Easement as set forth in the terms and conditions 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 2.5 and Section 5.6 of the Master Declaration, to address the unique uses and improvements on Lots 9 and 10, and to more fairly allocate the benefits and obligations of membership within the Master Association, the number of Assessment Units attributable to each new Lot created pursuant to this Supplemental Declaration and the Supplemental Plat will be as follows: (i) solely with respect to Lot 9, (a) with respect to the main level of the Building, the number of Assessment Units shall be the same as the total number of Square Feet of Net Building Area; (b) with respect to each floor on which apartment units are located, and with respect to the parking area within the Building, the number of Assessment Units shall be equal to 0.25 per Square Foot of Net Building Area, rounded up to the nearest whole number; and (ii) solely with respect to Lot 10, (i) for so long as Lot 10 continues in its existing commercial use as a gas station and convenience store (the "Existing Use"), there shall be no Assessment Units attributable to Lot 10; and (ii) in the event Lot 10 ceases to be operated in accordance with its Existing Use (a "Change in Use"), Lot 10 shall automatically be assigned the number of Assessment Units which are the same as the total number of Square Feet of Net Building Area of Lot 10; provided, however, that pursuant to Section 2.5 of the Master Declaration, Declarant hereby reserves the right to unilaterally amend this Supplemental Declaration to modify any of the covenants, conditions and restrictions with respect to the Assessment Units attributable to Lot 10 in the event of a Change in Use where such changes are deemed necessary in the discretion of the Declarant to address a unique condition affecting or relating to Lot 10 or to more fairly allocate the benefits and obligations of membership within the Master Association; provided further, that upon the occurrence of a Change in Use, Lot 10 shall be assessed a Common Assessment of twenty-five percent (25%) of the Common Assessment attributable to Lot 10 based upon the

maximum number of Square Feet of Net Building Area allowed under controlling City zoning ordinances and approvals until the earliest of: (x) the completion of a new Building on the Lot; (y) six (6) months from the commencement of construction of new Building on the Lot; or (iii) four (4) years from the Change in Use. Thereafter, Lot 10 shall be assessed the total Common Assessment established by the Board. 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. Exclusive Easements. Owner, on behalf of itself and its successors and assigns, reserves the right to construct improvements which may encroach upon the Common Elements and the Parking Structure as set forth in the Exclusive Easements; provided, however, Owner or its successors and assigns shall be responsible to pay all costs and expenses associated with construction and maintenance of such improvements.

6. Driveway Easement. Except for the costs and expenses associated with the Exclusive Easements and the Generator Easement as set forth in this Supplemental Declaration, the Owners of Lot 1, Lot 2, Lot 9 and Lot 10 shall be responsible to pay all costs and expenses associated with maintenance of the Driveway Easement located on a portion of Lot 10, and shall share in such costs and expenses equally.

7. Generator Easement. Pursuant to Section 6.4.3 of the Master Declaration, and as depicted on the Supplemental Plat recorded simultaneously herewith, Declarant hereby grants to the Owner of Lot 1 a non-exclusive easement for the physical placement and location of the Generator and for ingress and egress to the Generator for the benefit of Lot 1 over, under and through the portion of the Additional Land that is part of Lot 10, as described in the Generator Easement; provided, however, that the Owner of Lot 1 shall be responsible to pay all costs and expenses associated with the maintenance of the Generator; and provided further, that in the event that the Generator Easement shall automatically terminate and be of no force and effect immediately upon the earlier to occur of the following: (i) replacement of the Generator; (ii) Lot 1 ceases to be utilized as a surgical center; or (iii) Declarant and the Owner of Lot 1 otherwise determine that the Generator is no longer necessary to serve Lot 1.

8. 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.

9. 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.

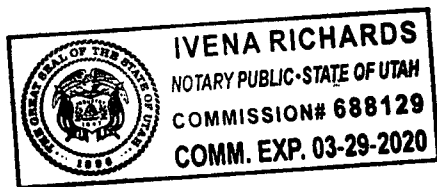
10. Owner's Consent. By placing its signature below, Owner hereby declares that the Additional Land shall constitute a portion of the Property and hereby agree and acknowledge that by the recordation of this Supplemental Declaration and the Supplemental Plat, the Additional Land is and shall be owned, 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 therein, 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.

11. 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.

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STATE OF UTAH                                 }  
  ss.  
COUNTY OF SALT LAKE                         }

On this 20 day of June, in the year 2018, before me Ivena Richards, a notary public, personally appeared Bruce V. Broadhead, proved to be the person whose name is subscribed to in this document as the signer of the above Supplemental Declaration, and acknowledged he executed the same and 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.



Ivena Richards  
Notary Public  
Residing at: 5025 Westparkway Way  
SLC, UT 84121

IN WITNESS WHEREOF, this Supplemental Declaration is hereby executed this 20th  
day of [June], 2018.

**DECLARANT AND OWNER:**

TOWN CENTER, LLC,  
a Utah limited liability company

By: Bruce V Broadhead  
Bruce V. Broadhead, Manager





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

The undersigned Beneficiary ("Lienholder") under that certain Deed of Trust dated April 24, 2015, and recorded April 27, 2015 as Entry No. 2863026 in Book 6254, at Page 1417 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.

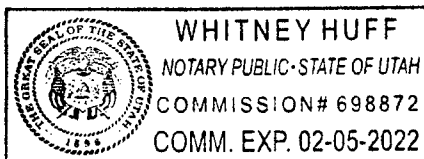
DATED this 20<sup>th</sup> day of JUNE, 2018.

BANK OF AMERICAN FORK

By   
Its 

STATE OF Utah )  
 )  
 ) :ss.  
COUNTY OF Salt Lake )

On this 20<sup>th</sup> day of JUNE, in the year of 2018, before me Whitney Huff personally appeared Ryan Jones, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this CONSENT, SUBORDINATION AND NONDISTURBANCE COVENANT OF LIENHOLDER, and acknowledged (he/she) executed the same and who, being by me duly sworn, did say that she/he is the regional manager of Bank of American Fork and that said instrument was signed in behalf of said institution.



  
NOTARY PUBLIC

**EXHIBIT "A"**

**Property Legal Description<sup>1</sup>**

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.

03-225-0001, 0002, 0003

**Exhibit "B"**<sup>2</sup>

Additional Land Legal Description

Beginning at the Northeast Corner of Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1 Amended which point is N89°53'58"E 267.30 ft. along the Section Line and N26°51'21"E 1,443.21 ft. along the centerline of State Highway 68 and N89°45'21"E 498.24 ft. along the centerline of 1500 South Street and S00°14'39"E 33.00 ft. from the Southwest Corner of Section 30, T.2N., R.1E., S.L.B. & M. and running thence N89°45'21"E 147.95 ft. along the South Boundary of said 1500 South Street to a point on the boundary of the property conveyed in Quit Claim Deed recorded August 13, 2007 as Entry No. 2296819 in Book 4344 at Page 325; thence along said Quit Claim Deed Boundary in the following two courses: (i) Southeasterly 16.35 ft. along the arc of a 11.00 ft. radius curve to the right through a central angle of 85°08'32" (chord bears S11°24'52"E 14.88 ft.), (ii) S58°54'24"E 0.22 ft.; thence S31°09'28"W 194.46 ft. along the Northwest boundary of Main Street; thence along the boundary of Lot 2 of said Renaissance Towne Center Phase 1, Plat 1, Amended in the following two courses: (i) N58°50'32"W 191.00 ft., (ii) S31°09'28"W 61.50 ft.; thence N58°50'32"W 29.61 ft.; thence S31°09'28"W 5.76 ft.; thence N58°50'32"W 70.39 ft.; thence along the boundary of said Phase 1, Plat 1, Amended in the following three courses: (i) N31°09'28" E 96.63 ft., (ii) N89°45'21"E 180.93 ft., (iii) N31°09'28"E 4.69 ft. to the point of beginning.

2 Lots 1 CA

**Exhibit "C"**<sup>3</sup>

**Air Space Easement Location**

Beginning at the most northerly corner of Lot 2 Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1 Amended and running thence S31°09'28"W 61.50 ft. along the westerly boundary of said Lot 2; thence N58°50'32"W 8.00 ft.; thence along the boundary of the Additional Parcel # 2 of said Phase 1, Plat 1 Amended in the following two courses: N31°09'28"E 69.50 ft. and S58°50'32"E 24.00 ft.; thence along the boundary of a non-exclusive easement on said Additional Parcel # 2 in the following three courses: N31°09'28"E 92.18 ft., N89°45'21"E 35.13 ft., and S31°09'28"W 110.26 ft.; thence N58°50'32"W 46.00 ft. along the northerly boundary of said Lot 2 to the point of beginning.

**Exhibit "D"<sup>4</sup>**

**Driveway Easement Location**

Beginning at a point on the North Boundary of Lot 2 of Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1 Amended which point is N89°53'58"E 1,342.32 ft. along the Section Line and North 1,150.38 ft. from the Southwest Corner of Section 30, T.2N., R.1E., S.L.B.& M. said point being also S58°50'32"E 44.00 ft. from the North Corner of said Lot 2 and running thence N31°09'28"E 109.08 ft.; thence S89°45'21"W 28.16 ft.; thence S 31°09'28"W 94.41 ft.; thence S58°50'32"E 24.03 ft. along the boundary of said Phase 1, Plat 1 Amended to the point of beginning.

**Exhibit "E"**<sup>5</sup>

Generator Easement Location

Beginning at a point on the North Boundary of Lot 2 of Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1 Amended which point is N89°53'58"E 1,342.32 ft. along the Section Line and North 1,150.38 ft. from the Southwest Corner of Section 30, T.2N., R.1E., S.L.B. & M. said point being also S58°50'32"E 44.00 ft. from the North Corner of said Lot 2 and running thence S58°50'32"E 10.44 ft. along the boundary of said Phase 1, Plat A Amended; thence N31°09'28"E 28.00 ft.; thence N58°50'32"W 10.44 ft.; thence S 31°09'28"W 28.00 ft. to the point of beginning.