

RETURNED

SEP 10 2021

3417319
BK 7841 PG 685

WHEN RECORDED, RETURN TO:

Falcon Hill Development, LLC
784 Parkway Drive
North Salt Lake, Utah 84054
Attn: Joseph Cook

E 3417319 B 7841 P 685-689
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/10/2021 12:02 PM
FEE \$116.00 Pgs: 5
DEP RTT REC'D FOR FALCON HILL DEVELOPMENT

Parcel No.: 13-361-0101 – 13-361-0111,
13-361-0201 – 13-361-0211,
13-361-0301 – 13-361-0311,
13-361-0401 – 13-361-0411,
13-361-0501 – 13-361-0504

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR THE

FALCON RIDGE CONDOMINIUM PROJECT *NKA*
Lofts at Falcon Ridge Building 1 Condominiums

This First Amendment to the Declaration of Condominium for the Falcon Ridge Condominium Project, is made and entered into this ___ day of September 2021, by FALCON HILL DEVELOPMENT, LLC, a Utah limited liability company, the Declarant of the project.

RECITALS:

WHEREAS, on August 13, 2021, the original Declaration of Condominium of the Falcon Ridge Condominium Project (the "Declaration"), was recorded in the Office of the Davis County Recorder, as Entry No. 3409159, in Book 7822, Pages 1812-1862; and

WHEREAS, Article 17.4 of the Declaration provides that it may be amended by the Declarant of the Association prior to the closing of a sale of any Condominium; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein.

DECLARATION

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by this reference.

2. Section 4.2. Section 4.2 of the Declaration is amended and restated in its entirety as follows:

4.2 Number, Tenure and Qualifications. The number of Trustees of the Association shall be no less than three (3). The initial Board of Trustees specified in the Articles of Incorporation shall serve until either Declarant voluntarily surrenders the right to appoint the Trustees or the Declarant turns over to the members, as provided in Section 4.4(b) of the Declaration, the responsibility for electing Trustees, whichever first occurs. At the first annual meeting of the members held after the Declarant turns over to the members responsibility for electing Trustees, the members shall elect five (5) Trustees to replace all of the then serving Trustees and to serve for the following respective terms: three (3) Trustees to serve for a term of two (2) years each and two (2) Trustees to serve for a term of one (1) year. At each annual meeting thereafter, the members shall elect for terms of two (2) years each the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. The members who are owners of Residential Condominiums shall elect three Trustees, while the owners of Commercial Condominiums shall elect two Trustees. At no time can there be fewer than two Trustees elected by the owners of Commercial Condominiums after the first annual meeting of the members. If more than five Trustees serve at any time, the ratio of Trustees elected by owners of Commercial Condominiums compared to owners of Residential Condominiums must increase proportionately.

3. Section 4.4. Section 4.4 of the Declaration is amended and restated in its entirety as follows:

4.4 Title and Control.

- (a) Subject to the provisions of Article VI of the Declaration, title to a Condominium may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.
- (b) The Declarant shall retain administrative control, including the right to appoint all Trustees, until all Units in the Project have been sold by the Declarant and all such Units have closed to third-party purchasers (the "Declarant Control Period").

4. Section 7.2. Section 7.2 of the Declaration is amended and restated in its entirety as follows:

7.2 Board of Trustees. Until such a time as the responsibility for electing the Trustees of the Association is turned over to the members, the Declarant shall have the exclusive right to appoint and to remove all such Trustees. This exclusive right shall terminate as set forth in Article IV, Section 4.4(b). Upon expiration of the Declarant Control Period, the then serving Trustees shall be released as and Trustees shall be elected to replace the then serving Trustees as set forth in Section 4.2.

5. Section 17.4. Section 17.4 of the Declaration is amended and restated in its entirety as follows:

17.4 Amendment. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least ninety percent (90%) of the Total Votes of the Association cast by written ballot, or in the alternative, in person or represented by proxy entitled to be cast at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Any amendment authorized pursuant to this Section 17.4 shall be accomplished through the recordation in the office of the County Recorder of Davis County, Utah, of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of any Condominium. Notwithstanding all of the foregoing, for so long as Declarant owns a Unit, Declarant shall have the power from time to time to unilaterally amend this Declaration to: (a) correct any scrivener's errors, to clarify any ambiguous provision, to modify or supplement the Exhibits hereto, and otherwise to ensure that the Declaration conforms with requirements of applicable law, or (b) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments (including, without limitation, Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA), or any similar agency). If such amendment bears recitation that it is recorded based on such technical error or the requirements of any of the foregoing agencies, such amendment shall not require approval of any Owners or Mortgagees.

6. Effect of Amendment. Except as modified by this First Amendment, the Declaration remains in full force and effect. All references in the Declaration to the "Declaration" shall be deemed references to the Declaration as modified by this First Amendment.

7. Governing Provision. In the event of a conflict between provisions of this First Amendment and the Declaration, the provisions of this First Amendment shall govern, control, and prevail.

[Signature Page Follows]

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

DECLARANT:

FALCON HILL DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Name: Joseph M. Cook
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 9 day of September, 2021, by Joseph M. Cook, the Manager of Falcon Hill Development, LLC, a Utah limited liability company, the Declarant, on behalf of said limited liability company for its stated purpose.

~~ERIC THUESON
STATE OF UTAH
19807
25~~

[Signature]
Notary Public

ERIC THUESON
NOTARY PUBLIC - STATE OF UTAH
COMMISSION NO. 718807
COM. EXP. 06/18/2025

EXHIBIT "A"

(Legal Description)

BEGINNING AT A POINT ON THE WEST LINE OF HIGHWAY 126, SAID POINT BEING LOCATED SOUTH 0°02'19" WEST 986.67 FEET ALONG THE SECTION LINE, BEING THE BASIS OF BEARING, AND NORTH 89°57'41" WEST 50.00 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE ALONG SAID WEST HIGHWAY LINE THE FOLLOWING SEVEN (7) COURSES:

(1) SOUTH 00°02'19" WEST 88.84 FEET; (2) SOUTH 09°56'33" WEST 17.99 FEET; (3) SOUTH 00°02'19" WEST 27.17 FEET; (4) SOUTH 09°52'05" EAST 17.99 FEET; (5) SOUTH 00°02'19" WEST 94.56 FEET; (6) SOUTH 09°56'53" WEST 18.06 FEET; (7) SOUTH 00°02'19" WEST 27.17 FEET; (8) SOUTH 09°52'12" EAST 18.07 FEET; (9) SOUTH 00°02'19" WEST 88.93 FEET; THENCE NORTH 89°57'41" WEST 275.85 FEET; THENCE NORTH 00°02'19" EAST 135.64 FEET TO THE NORTH FACE OF A WALL AS DESCRIBED IN A QUIT CLAIM DEED RECORDED AS ENTRY #3338902, DAVIS COUNTY RECORDER; THENCE NORTH 89°57'41" WEST 65.00 FEET ALONG THE NORTH FACE OF SAID WALL; THENCE NORTH 00°02'19" EAST 139.45 FEET ; THENCE NORTH 89°57'41" WEST 105.00 FEET TO THE EAST LINE OF EVE'S GARDEN NO. 5 SUBDIVISION (ENTRY #522784, DAVIS COUNTY RECORDER); THENCE NORTH 00°02'19" EAST 23.80 FEET ALONG SAID EAST LINE TO THE CORNER OF A PARCEL CONVEYED IN A QUIT CLAIM DEED RECORDED AS ENTRY #3376219, DAVIS COUNTY RECORDER; THENCE SOUTH 89°57'41" EAST 55.80 FEET ALONG A NORTHERLY LINE OF SAID CONVEYANCE; THENCE NORTH 00°02'19" EAST 98.83 FEET ALONG A WESTERLY LINE OF SAID CONVEYANCE; THENCE SOUTH 89°57'41" EAST 390.05 FEET TO SAID WEST HIGHWAY LINE AND TO THE POINT OF BEGINNING.

CONTAINING 133,830 SQUARE FEET OR 3.072 ACRES.