

5/416

WHEN RECORDED, RETURN TO:

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

E 3436149 B 7889 P 92-96
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/18/2021 08:25 AM
FEE \$116.00 Pgs: 5
DEP RT REC'D FOR FALCON HILL DEVEL
OPMENT LLC

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 – 13-361-0505

NOV 18 2021

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR THE
FALCON RIDGE CONDOMINIUM PROJECT
NKA
LOFTS AT FALCON RIDGE BUILDING 1 CONDOMINIUMS**

This Third Amendment to the Declaration of Condominium for the Falcon Ridge Condominium Project nka Lofts at Falcon Ridge Building 1, Condominiums, is made and entered into this 16th day of November 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, on September 10, 2021, the Declaration was amended by the Declarant (the "First Amendment"); and

WHEREAS, on September 17, 2021, the Declaration was amended by the Declarant (the "Second Amendment");

WHEREAS, on October 13, 2021, the Declaration was amended by the Declarant (the "Third Amendment"); 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 14.2. Section 14.2 of the Declaration is amended and restated in its entirety as follows:

14.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible First Mortgagees holding First Mortgages on Condominiums having at least fifty-one percent (51 %) of the Total Votes of the Association subject to First Mortgages held by Eligible First Mortgagees shall be required to:

- (a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.
- (b) Add or amend any material provision of the Declaration, Articles of Incorporation, Bylaws or Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):
 - (i) voting rights;
 - (ii) responsibility for maintenance and repairs;
 - (iii) reallocation of interests in the Common Areas, or rights to their use (except as permitted by Article XVI hereof);
 - (iv) hazard or fidelity insurance requirements;
 - (v) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
 - (vi) any provisions that expressly benefit Mortgagees, insurers, or guarantors.

Any Mortgagee, who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

3. Effect of Amendment. Except as modified by this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Declaration remain in full force and effect. All references in the Declaration to the "Declaration" shall be deemed references to the Declaration the First Amendment, and the Second Amendment, as modified by this Fourth Amendment.

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

[Signature Page Follows]

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

DECLARANT:

FALCON HILL DEVELOPMENT, LLC,
a Utah limited liability company



By: Joseph Cook
Its: Manager

STATE OF UTAH)
): ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 17th day of November, 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.

Heather Britely
Notary Public

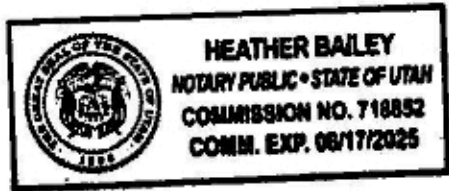


EXHIBIT "A"

(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.