

3625768
BK 8792 PG 358

WHEN RECORDED MAIL TO:

Mark E Rinehart
1059 Millstream Way
Bountiful, UT 84010

E 3625768 B 8792 P 358-366 -A
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
7/17/2025 1:04 PM
FEE 40.00 Pgs: 8 10
DEP NM REC'D FOR MARK
RINEHART

Supplemental Declaration

In Reference to Tax ID Number(s):

08-622-0501

RETURNED

08-622-0502

JUL 17 2025

08-622-0503

08-622-0504

08-622-0505 flag - Phase 5

08-486-0102

SUPPLEMENTAL DECLARATION

This SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is made as of January 1, 2025 (the "Effective Date"), by and between; PARK LANE COMMONS DEVELOPMENT, LLC, a Utah limited liability company ("PLCD") and successor in interest to The Haws Companies, a Utah corporation ("The Haws Companies"); and FARMINGTON SQUARE, LLC, a Utah limited liability company ("Declarant"). This Supplemental Declaration amends the Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons Development dated as of July 7, 2015 and recorded on July 8, 2015 in the Office of the Recorder of Davis County, Utah, as Entry No. 2878626 in Book 6304 at Pages 1085 through 1149 (the "Declaration").

Recitals

A. Sections 1.77, 3.1, 4.1, 4.1.7, 16.5, and 19.24 of the Declaration allow the Declaration to be amended by a Supplemental Declaration on any terms within the complete discretion of Declarant.

B. Section 4.1 allows the Declarant thereunder to impose, amend, or modify restrictions, easements, uses, rights of way, Land Use Classifications, Design Guidelines, and other matters on or affecting the Property as long as the changes are generally in conformance with then existing uses and the scheme of development contemplated by the Master Land Use Plan and the Declaration and the City's zoning ordinance.

C. Section 19.24 allows any Supplemental Declaration to impose additional restrictions or more restrictive provisions than those of the existing Declaration.

Amendment

Therefore, as of the Effective Date, PLCD hereby amends the Declaration and declares the following.

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms used in this Supplemental Declaration have the meanings given in the Declaration.

2. Amendment of the Declaration. This Supplemental Declaration, including the Recitals above, amends the Declaration. Except as amended by this Supplemental Declaration, the Declaration as drafted initially remains in full force and effect.

3. Property Affected. This Supplemental Declaration applies to and affects the Property described in Exhibit A attached. A copy of this Declaration may be provided to, recorded in, or filed with the records of any governmental agency or any other person or entity, as Declarant or PLCD deem necessary or proper.

4. Assignments. After the Declaration was executed, The Haws Companies assigned, and do hereby assign, to PLCD all of The Haws Companies' rights, duties,

responsibilities, and obligations as "Developer," "Manager," or otherwise in, to, and under the Declaration.

5. Rights of PLCD. Accordingly, PLCD is and continues to be the Developer and Manager for all purposes under the Declaration. PLCD has replaced and hereby does replace The Haws Companies in all respects and for all purposes as the Manager, Developer, and a Party to and under the Declaration. Farmington Square, LLC, a Utah limited liability company, remains and continues to be the Declarant under the Declaration. Farmington Square and PLCD are referred to collectively herein as the "Parties."

6. Ratification. All prior acts of PLCD described in Section 5 are hereby approved and ratified accordingly in all respects.

7. Consent of PLCD. The rights of PLCD under this Supplemental Declaration may not be amended, increased, or decreased without PLCD's prior written consent.

8. Pylon Sign. As provided in Section 5.2.4 of the Declaration, the Pylon Sign, also known as the Freeway Sign, is controlled by PLCD. PLCD must approve and may adopt sign criteria applicable to the Property, the Pylon Sign, and all Owners as provided in Section 5.2.4. All rights and uses of the Pylon Sign by Owners or tenants of Owners or third parties shall be in writing under separate agreements with PLCD, entered into by PLCD in its sole and unlimited discretion.

9. Landscaping. PLCD shall have the right to require each Owner to install and construct, at the Owner's expense, improvements that minimize the use of secondary and culinary water on the Owner's Parcel. At any time and for any reason, PLCD shall be entitled to design such improvements as PLCD, in its sole discretion, deems necessary or proper, and to inspect and monitor the construction and installation of all such improvements at any time and for any reason.

10. Voting Rights. Owners shall have no Voting Rights under the Declaration.

11. Owner Maintenance Responsibilities. As of January 1, 2026, each Owner shall be responsible for the maintenance and care of the facilities and grounds, including rights-of-way and other contiguous properties, that are shown in Exhibit B attached (the "Maintenance Property"), regardless of official property lines or subdivision boundaries that are or may be shown in the records of Davis County, Utah.

12. Maintenance Standards. Each Owner, at the Owner's cost and expense, shall maintain the Owner's Maintenance Property in "First Class" condition, consistent with standards of a Class A mixed use property in general, the best maintenance standards of other mixed use property located in Station Park and North Farmington Station, and other well maintained mixed use facilities in the immediate vicinity of the Owner's Maintenance Property and as further determined by PLCD.

13. Failure to Maintain. If PLCD determines, in its sole discretion, that an Owner is not maintaining the Owner's Maintenance Property as required by this Supplemental Declaration:

(a) PLCD may provide written notice to the Owner describing the deficiency;

(b) If the Owner fails to remedy the deficiency within thirty (30) calendar days after the notice, PLCD shall have the right (but not the obligation) to remedy the deficiency and bill the Owner for all costs incurred by PLCD in remedying the deficiency, including a 20% administration fee. All amounts billed to an Owner shall accrue interest at the rate of 18% per annum, compounded monthly, from the date the cost or expense is incurred by PLCD until paid.

(c) Any amount billed to an Owner and not paid within ten days after the date of the bill shall become a lien on the Owner's Parcel. PLCD shall be entitled to foreclose the lien in the same way as if it were a mortgage of the Owner's Parcel.

14. Approval of Modifications. Any change to a Parcel that requires PLCD's approval under the Declaration as amended by this Supplemental must be approved by PLCD in advance and in writing. Such approval may be granted or denied in the Manager's sole discretion.

15. Notices. All notices to PLCD shall be delivered by email to the following addresses: Richard Haws, at rich@haws.cc, with a copy to Susan Price at susan@benchbook.net, or to such other person or persons with email or physical addresses as PLCD may specify from time to time.

16. Covenants that Run with the Land. As amended by this Supplemental Declaration, the Declaration shall continue to be a burden on each Parcel and Lot, shall be appurtenant to and for the benefit of all Parcels and Lots and each part thereof, and shall continue to run perpetually with the land.

17. Severability. If any term or provision of this Supplemental Declaration is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Supplemental Declaration will not be affected thereby, and each term and provision of this Supplemental Declaration will be valid and be enforceable to the fullest extent permitted by law.

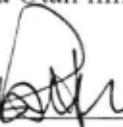
18. Time of the Essence. Time is of the essence of this Supplemental Declaration.

19. General Provisions. The General Provisions contained in Article XIX of the Declaration are hereby incorporated herein by this reference. They apply and continue to apply to this Supplemental Declaration and the Declaration as amended by this Declaration, as the context requires.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Supplemental Declaration on the dates set forth below, to be effective as of the Effective Date.

PARK LANE COMMONS DEVELOPMENT,
LLC, a Utah limited liability company

Date: 7.17.25

By: 
Name: Rich Haws
Its: Manager

FARMINGTON SQUARE, LLC, a Utah limited
liability company

Date: 7.17.25

By: 
Name: Rich Haws
Its: Manager

Accepted and agreed to on the date set forth below, to be effective as of the Effective Date.

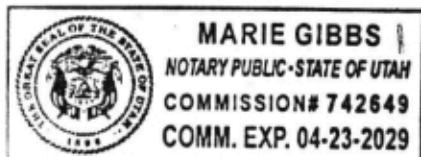
THE HAWS COMPANIES, a Utah corporation

Date: 7.17.25

By: 
Name: Rich Haws
Its: President

STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On this 17 day of July, 2025, personally appeared before me RICHARD A. HAWS, a signer of the foregoing document, who, personally known to me or whose identity has been duly proved to me, acknowledged to me that he voluntarily executed the foregoing document on behalf of PARK LANE COMMONS DEVELOPMENT, LLC for the purposes stated therein.

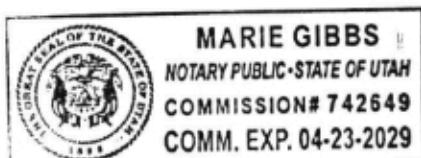




Notary Public

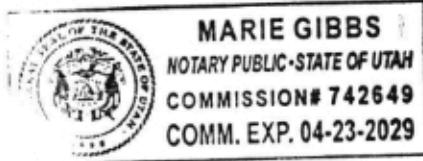
STATE OF UTAH)
COUNTY OF DAVIS)

On this 17 day of July, 2025, personally appeared before me RICHARD A. HAWS, a signer of the foregoing document, who, personally known to me or whose identity has been duly proved to me, acknowledged to me that he voluntarily executed the foregoing document on behalf of FARMINGTON SQUARE, LLC for the purposes stated therein.



STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On this 11 day of July, 2025, personally appeared before me RICHARD A. HAWS, a signer of the foregoing document, who, personally known to me or whose identity has been duly proved to me, acknowledged to me that he voluntarily executed the foregoing document on behalf of THE HAWS COMPANIES for the purposes stated therein.



Notary Public

EXHIBIT A

Description of the Property

PARCEL 1:

All of Lot 501, PARK LANE COMMONS - PHASE 5, according to the official plat thereof, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234, in the Davis County Recorder's office.

PARCEL 1A:

Common Area Public Access Easement contained in the recorded plat for Park Lane Commons - Phase 5, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234 of official records.

PARCEL 1B:

Benefits, conditions and easements contained in Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons, recorded July 8, 2015 as Entry No. 2878626 in Book 6304 at Page 1085.

Tax Id No.: 08-622-0501

PARCEL 2:

All of Lot 502, PARK LANE COMMONS - PHASE 5, according to the official plat thereof, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234, in the Davis County Recorder's office.

PARCEL 2A:

Common Area Public Access Easement contained in the recorded plat for Park Lane Commons - Phase 5, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234 of official records.

PARCEL 2B:

Benefits, conditions and easements contained in Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons, recorded July 8, 2015 as Entry No. 2878626 in Book 6304 at Page 1085.

Tax Id No.: 08-622-0502

PARCEL 3:

All of Lot 503, PARK LANE COMMONS - PHASE 5, according to the official plat thereof, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234, in the Davis County Recorder's office.

PARCEL 3A:

Common Area Public Access Easement contained in the recorded plat for Park Lane Commons - Phase 5, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234 of official records.

PARCEL 3B:

Benefits, conditions and easements contained in Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons, recorded July 8, 2015 as Entry No. 2878626 in Book 6304 at Page 1085.

Tax Id No.: 08-622-0503

PARCEL 4:

All of Lot 504, PARK LANE COMMONS - PHASE 5, according to the official plat thereof, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234, in the Davis County Recorder's office.

PARCEL 4A:

Common Area Public Access Easement contained in the recorded plat for Park Lane Commons - Phase 5, recorded March 8, 2019 as Entry No. 3147178 in Book 7215 at Page 234 of official records.

PARCEL 4B:

Benefits, conditions and easements contained in Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons, recorded July 8, 2015 as Entry No. 2878626 in Book 6304 at Page 1085.

Tax Id No.: 08-622-0504

PARCEL 5:

All of Parcel A, PARK LANE COMMONS, according to the official plat thereof, recorded in the office of the County Recorder of Davis County, State of Utah.

Tax Id No.: 08-622-0505

PARCEL 6:

All of Parcel A, PARK LANE COMMONS, according to the official plat thereof, recorded in the office of the County Recorder of Davis County, State of Utah on May 12, 2011 as Entry No. 2598621 in Book 5272 at Page 657.

Tax Id No.: 08-486-0102

Phase 5

