

3628920
BK 8808 PG 1470

WHEN RECORDED MAIL TO:

Mark E. Rinehart
1059 Millstream Way
Bountiful, UT 84010

E 3628920 B 8808 P 1470-1475
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
8/11/2025 2:55 PM
FEE 40.00 Pgs: 6
DEP AAM REC'D FOR PARK
LANE COMMONS DEVELOPMENT LLC

**Supplemental Declaration to Master Declaration of Easements,
Covenants, Conditions and Restrictions, and Grant of Easements for
Park Lane Commons II**

In Reference to Tax ID Number(s):

08-552-0202
08-591-0408
08-591-0407
08-569-0302

RETURNED
AUG 11 2025

**SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS
FOR PARK LANE COMMONS II**

This SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS FOR PARK LANE COMMONS II (this "Supplemental Declaration"), made as of January 1, 2024 (the "Effective Date"), by PARK LANE COMMONS DEVELOPMENT, LLC, a Utah limited liability company (the "Developer"), amends that certain Master Declaration of Easements, Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons II dated as of October 25, 2016, and recorded on October 25, 2016 in the Office of the Recorder of Davis County, Utah, as Entry No. 2976936 in Book 6629 at Pages 1592 through 1632 (the "Declaration"). The Declaration was entered into by Developer and Park Lane Commons Two, LLC, a Utah limited liability company ("Declarant"). Unless otherwise defined herein, capitalized terms used in this Supplemental Declaration have the meanings given in the Declaration.

Recitals

A. Section 4.1 of the Declaration gives Declarant the right to record a Supplemental Declaration that amends the Declaration.

B. Section 4.1.5 of the Declaration allows Declarant, by means of a Supplemental Declaration, to change the Declaration in any way that Declarant, in its sole discretion, deems necessary or advisable.

C. Section 1.77 of the Declaration gives Declarant the unilateral right to impose restrictions or obligations on Owners of property subject to the Declaration ("Property").

D. Section 19.24 of the Declaration allows a Supplemental Declaration to impose additional restrictions or other provisions on the Property or Owners of the Property.

E. Recital D of the Declaration assigns all rights of the Declarant under the Declaration to the Developer.

F. Developer, acting pursuant to the rights assigned to it by Declarant, wishes to amend the Declaration to require each Owner of Property to be responsible for and to pay the costs of operating, maintaining, and caring for the Owner's property.

Amendment

Therefore, as of the Effective Date, Developer hereby amends the Declaration and declares as follows.

1. Amendment. This Supplemental Declaration, including the Recitals above, amends the Declaration.

2. 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, or filed with or in the records of any governmental agency or any other person or entity, as Declarant deems necessary or proper.

3. Common Facilities. The Property is composed entirely of Parcels that are owned by Owners.

(a) Section 1.10 of the Declaration defines portions of the Parcels as Common Facilities. Various provisions of the Declaration, including, without limitation, Articles VI, VII, and VIII, give the Manager, initially defined as the Developer, responsibilities and rights for the management, maintenance, and operation of the Common Facilities and performance of Common Facilities Maintenance as defined in Section 7.1 and elsewhere in the Declaration.

(b) The Declaration is hereby amended to require each Owner of a Parcel, and not the Manager or Developer, to operate and maintain the Owner's Parcel at the Owner's sole expense in accordance with all standards and requirements of the Declaration and to perform all Common Facilities Maintenance of the Owner's Parcel, as if there were no Manager as contemplated by Section 8.8 of the Declaration.

(c) There shall continue to be a Manager under the Declaration, however, for the purpose of enforcing the obligations of any Owner to maintain, operate, and perform Common Facilities Maintenance of the Owner's Parcel. Without limiting the preceding sentence, the Manager and any Nondefaulting Party shall continue to have all the rights, including enforcement rights, that are granted to them in Article XII of the Declaration.

(d) Notwithstanding any other provision of this Supplemental Declaration, nothing in this Supplemental Declaration shall reduce, eliminate, or diminish in any way any right, power, authority, or entitlement of the Manager or Developer under the Declaration. All duties and obligations of Owners that are provided for in the Declaration shall also continue undiminished.

4. Developer's Rights to Reinstate or Further Amend. At any time and for any reason, the Developer may, but shall not be obligated to, further amend the Declaration to reinstate or amend the definition of Common Facilities and any other term of the Declaration, and the role, rights and responsibilities of the Developer and Manager, as the Declarant determines necessary or proper in the Developer's sole discretion.

5. Parking. Without limiting the foregoing or any other provision of the Declaration, the Developer shall have the right to allocate and reallocate, and assign, reassign and designate, all parking rights, parking spaces, and employee parking spaces of Parcels, Owners and any other person under the Declaration, notwithstanding any provision of Sections 6.1 and 6.2 of the Declaration.

6. Development and Other Rights of Developer. Park Lane Commons Development, LLC has had, has, and will continue solely to have, all rights of Developer and Declarant under the Declaration, unless and until any such rights are assigned to any other person or party by

Developer, which Developer shall be entitled to do at any time and for any reason in Developer's sole discretion.

7. Covenants that Run with the Land. The Declaration, as amended by this Supplemental 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.

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

IN WITNESS WHEREOF, Developer has executed and delivered this Supplemental Declaration on the date set forth below, to be effective as of the Effective Date.

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

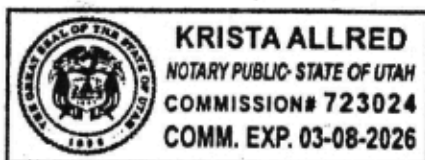
Date: 8-11-25

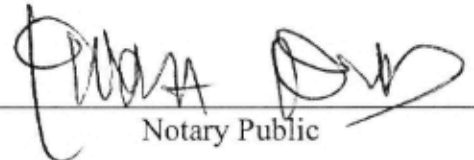


RICHARD A. HAWS, Manager

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On this 11th day of August, 2025, personally appeared before me RICHARD A. HAWS, Manager, the 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 for the purposes stated therein.





Notary Public

EXHIBIT A

Description of the Property

Parcel A (08-552-0202):

All of Lot 202, PARK LANE COMMONS – PHASE 2, according to the official plat thereof, recorded in the office of the County Recorder of Davis County, State of Utah on April 29, 2015 as Entry No. 2863550 in Book 6256 at Page 794.

Parcel C (08-591-0408):

All of Lot 402, PARK LANE COMMONS – PHASE 4, according to the official plat thereof as recorded in the office of the Davis County Recorder on March 20, 2017 as Entry No. 3008957 in Book 6725 at Page 107.

Parcel D (08-591-0407):

Lot 401, PARK LANE COMMONS – PHASE 4, according to the official plat thereof, recorded March 20, 2017 as Entry No. 3008957 in Book 6725 at Page 107, on file and of record in the office of the Davis County Recorder.

Parcel E (08-569-0302):

Lot 302, PARK LANE COMMONS – PHASE 3, according to the official plat thereof as recorded in the office of the Davis County Recorder on December 8, 2015 as Entry No. 2909134 in Book 6408 at Page 909.

Exhibit A
DEC#2 - Amendment

