

**RETURNED**  
**OCT 03 2012**

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BK 5619 PG 718

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E 2691298 B 5619 P 718-727  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/03/2012 02:01 PM  
FEE \$36.00 Pgs: 10  
DEP RT REC'D FOR CENTERVILLE CITY

**When recorded return to:**

Legacy Crossing LLC  
Attn: Dan Bridenstine  
1513 North Hillfield Rd. Ste 2  
Layton, Utah 84041

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0005, 06-336-0006,  
06-336-0007, 06-336-0008, 06-336-0009, 06-336-0010

**FIRST AMENDMENT TO  
DECLARATION OF PARKING AND CROSS-ACCESS EASEMENT  
AND OTHER EASEMENTS AND RESTRICTIONS AFFECTING LAND**

This First Amendment to the Declaration of Parking and Cross-Access Easement and Other Easements and Restrictions Affecting Land (the "Declaration") is made as of this, 8 day of September, 2012, **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, **LEGACY CROSSING LLC**, a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, and **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation (collectively referred to herein as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner of certain real property located within the Centerville Legacy Crossing at Parrish Lane Subdivision, Davis County, State of Utah, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Property consists of six (6) lots within the Centerville Legacy Crossing at Parrish Lane Subdivision identified therein as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6; and

**WHEREAS**, Declarant previously recorded against the Property that certain Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land, as recorded at the Davis County Recorder's Office, imposing upon the Property mutually beneficial easements and restrictions for the benefit of each of Lot 1, Lot 2 and Lot 3, Lot 4, Lot 5, and Lot 6 and the successor owners thereof; and

**WHEREAS**, Declarant desires to amend the Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land to provide for the changed use of Lot 6 from commercial to residential as more particularly set forth herein.

**NOW, THEREFORE**, Declarant, for itself and its successors and assigns, hereby declares that all of the Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the easements and restrictions and other provisions set forth in the Declaration as more particularly amended by this First Amendment to the Declaration.

### AMENDED DECLARATIONS

1. Amendment. Section 3 of the Declaration is hereby amended to read in its entirety as follows:

3. Grant of Cross-Access Easement. Declarant, as grantor, hereby establishes, grants and conveys to and for the benefit of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and each owner of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and for the agents, customers, invitees, licensees, tenants and employees of said owners, a non-exclusive easement over, across, through and around the Common Areas of each of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 for purpose of providing and permitting pedestrian and vehicular ingress, egress, and cross-access to adjacent lots, parcels and public rights-of-way, including without limitation, ingress, egress, and cross-access for commercial delivery vehicles in accordance with truck route and pedestrian and vehicular circulation patterns as approved by Centerville City, Utah, for the subject Property. The owner of each lot shall have the right to reconfigure the Common Areas located on their respective lots, provided however, any such reconfiguration must be made pursuant to a site plan (or modified site plan) approved by Centerville City, Utah, in accordance with applicable Centerville City Ordinances and that certain Development Agreement dated September 21, 2010, as amended from time to time, regarding development of the Property as recorded at the Davis County Recorder's Office ("Development Agreement"). Notwithstanding the grant of access contained above, in no event shall vehicular ingress, egress, and cross-access be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6.

2. Amendment. Section 6 of the Declaration is hereby amended to read in its entirety as follows:

6. Parking Easement. Notwithstanding anything to the contrary, each lot shall at all times maintain the minimum number of parking spaces required for the lot and use thereof pursuant to Centerville City Ordinances and the Development Agreement. The owners of the lots may provide parking in excess of that required by Centerville City Ordinances, provided that all other landscaping and site related improvements required by Centerville City

Ordinances have been satisfied and approved by Centerville City. Except as otherwise provided herein regarding Lot 5 and Lot 6, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 shall have the right to utilize the parking spaces within the Common Areas for overflow parking purposes. Notwithstanding the grant of parking spaces, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6. No private agreements or arrangements shall be entered into or made by any lot owners, their agents, successors or assigns, that would encumber or restrict available parking for any given lot to less than the minimum number of parking spaces required for such Lot and use of the Lot in accordance with applicable Centerville City Ordinances.

3. Full Force and Effect. The terms and conditions of this Amendment are hereby incorporated as part of the Declaration. All other terms and conditions of the Declaration not modified by this Amendment shall remain in full force and effect and are hereby ratified and affirmed.

4. Binding Effect. This Amendment shall run with the Property at law as an equitable servitude and shall be binding upon the Property, the owners of the Property and their respective successors and assigns. This Amendment shall inure to the benefit and be binding upon every part of the Property and every interest therein.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.


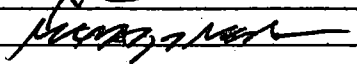
6. Subordination. This Amendment shall be subject and subordinate to any and all public utility easements, rights-of-way, and other easements of record.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.


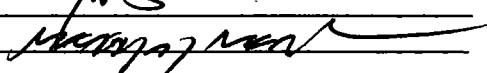
**PARRISH LAND HOLDINGS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LEGACY CROSSING LLC**

By:  \_\_\_\_\_  
Its:  \_\_\_\_\_

**LEGACY CROSSING THEATRE, LLC**

By:  \_\_\_\_\_  
Its:  \_\_\_\_\_

Ordinances have been satisfied and approved by Centerville City. Except as otherwise provided herein regarding Lot 5 and Lot 6, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 shall have the right to utilize the parking spaces within the Common Areas for overflow parking purposes. Notwithstanding the grant of parking spaces, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6. No private agreements or arrangements shall be entered into or made by any lot owners, their agents, successors or assigns, that would encumber or restrict available parking for any given lot to less than the minimum number of parking spaces required for such Lot and use of the Lot in accordance with applicable Centerville City Ordinances.

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4. Binding Effect. This Amendment shall run with the Property at law as an equitable servitude and shall be binding upon the Property, the owners of the Property and their respective successors and assigns. This Amendment shall inure to the benefit and be binding upon every part of the Property and every interest therein.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

6. Subordination. This Amendment shall be subject and subordinate to any and all public utility easements, rights-of-way, and other easements of record.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

**PARRISH LAND HOLDINGS, LLC**

By:   
Its: Managing Member

**LEGACY CROSSING LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LEGACY CROSSING THEATRE, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LEGACY CROSSING APARTMENTS, LC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUMMERWOOD HOLDINGS II, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LEGACY CROSSING OWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PARRISH LAND HOLDINGS ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  ) :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that (s)he is the \_\_\_\_\_ of PARRISH LAND HOLDINGS, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**LEGACY CROSSING APARTMENTS, LC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUMMERWOOD HOLDINGS II, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

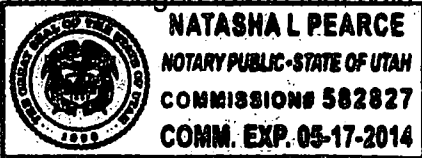
**LEGACY CROSSING OWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PARRISH LAND HOLDINGS ACKNOWLEDGMENT**

STATE OF Utah )  
 )  
 ) :ss.  
 )  
COUNTY OF Summit )

On the 18<sup>th</sup> day of September, 2012, personally appeared before me Craig Allen Mogel who being by me duly sworn did say that (s)he is the Managing Member of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



My Commission Expires:  
5/17/2014

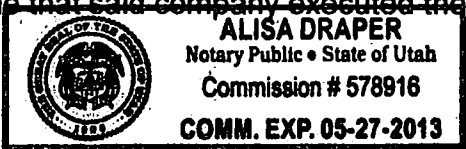
Natasha L. Pearce  
Notary Public

Residing at:  
Karas, VT

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF Utah )  
 )  
 ) :ss.  
COUNTY OF Davis )

On the 18 day of September, 2012, personally appeared before me Kevin Gark who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper  
Notary Public

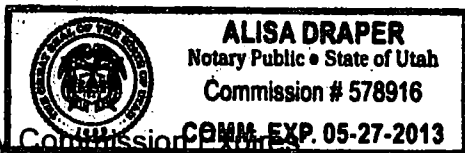
My Commission Expires:  
2013

Residing at:  
Farmington Utah

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

STATE OF Utah )  
 )  
 ) :ss.  
COUNTY OF Davis )

On the 12 day of September, 2012, personally appeared before me Kevin Gark who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING THEATRE, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper  
Notary Public

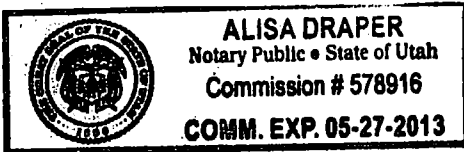
My Commission Expires:  
2013

Residing at:  
Farmington Utah

**LEGACY CROSSING APARTMENT ACKNOWLEDGMENT**

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

On the 18 day of September, 2012, personally appeared before me Kevin Gann, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING APARTMENT, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Alisa Draper  
Notary Public

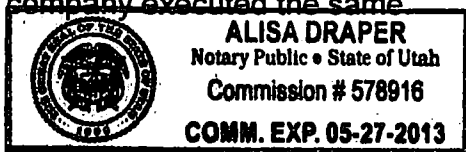
My Commission Expires:  
2013

Residing at:  
Farmington Utah

**SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT**

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

On the 18 day of September, 2012, personally appeared before me Kevin Gann, who being by me duly sworn did say that (s)he is the managing member of SUMMERWOOD HOLDINGS II, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Alisa Draper  
Notary Public

My Commission Expires:  
2013

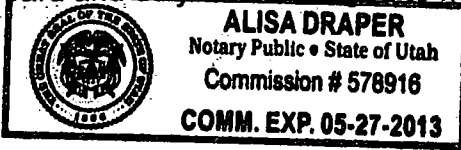
Residing at:  
Farmington Utah



LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

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

On the 18 day of September, 2012, personally appeared before me Kevin Barn, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING OWNERS ASSOCIATION, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.



Alisa Draper  
Notary Public

My Commission Expires:  
2013

Residing at:  
Farmington Utah



Approved for Recording:  
Marsha L. Morrow  
Marsha L. Morrow  
Centerville City Recorder

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All of the Centerville Legacy Crossing at Parrish Lane Subdivision Plat located within Centerville, Utah, as recorded at the Davis County Recorder's Office, State of Utah \_\_\_\_\_