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**WHEN RECORDED RETURN TO:**

NSL Center Towns, LLC  
45 E. Center St. Suite 103  
North Salt Lake, UT 84054

E 3408338 B 7820 P 2170-2173  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/11/2021 02:51 PM  
FEE \$186.00 Pgs: 4  
DEP RT REC'D FOR NORTH SALT LAKE CITY

01-524-0058 -> 0093  
01-503-0001 -> 0056,  
0058, 0059

**FIRST AMENDMENT AND SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR PARK LOFTS** D

This First Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Park Lofts (the "First Amendment") is executed and adopted by NSL Center Towns, LLC (the "Declarant").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Park Lofts was recorded in the office of the Davis County Recorder on February 13, 2019 as Entry No. 3143084, in Book 7199, at Pages 227-258 (the "Declaration").

B. This First Amendment affects the real property located in Davis County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant and Association desire to amend the Declaration as set forth in this First Amendment to incorporate provisions that allow for the expansion of the Project and to annex Phase 2 into the Project and the Association.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. As of the date of this First Amendment, the Declarant remains an owner of Lots within the Project.

F. Pursuant to Article XV, Section 15.2(a) of the Declaration, the undersigned hereby certifies that this First Amendment was approved by the Declarant pursuant to its unilateral amendment power.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Davis County Recorder's office.

**(1) Amendment No. 1.** Article I, Section 1.16 shall be deleted and replaced by the following:

1.16. **Lot** shall mean and refer to each of the individual residential lots within the Project (Lots 1-56 and 58-92 as shown on the Plats), with the exception of the Common Areas.

(2) **Amendment No. 2.** The first sentence of Article II, Section 2.3 shall be deleted and replaced by the following:

The Project consists of 91 residential Lots, each of which includes a Living Unit and other improvements authorized on the Plats."

(3) **Amendment No. 3.** The last sentence of Article III, Section 3.2 shall be deleted and replaced by the following:

There is a total of ninety-one (91) votes in the Association.

(4) **Amendment No. 4.** Article XII, Section 12.4 shall be added to the Declaration as follows:

12.4. **Expandable Project.** The Declarant expressly reserves the right and option to expand the Project by the addition of Lots and Living Units to be constructed thereon, in accordance with the provision of this Section.

1) The Project may be expanded by the addition of any real property designated by Declarant, such real property or portions thereof where applicable being referred to as "Additional Land".

2) Expansion or contraction of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Owner.

3) Declarant's right to expand or contract the Project shall not expire until the Declarant elects in writing to not add Additional Land to the Project or the period of Administrative Control expires.

4) Additional Land may be added or withdrawn in total or in part, in any order, by using any procedure or manner as Declarant may determine.

5) To submit or withdraw Additional Land to or from the Project, the Declarant shall record an Amendment or Supplement to the Declaration in the office of the Davis County Recorder setting forth that an expansion or contraction of the Project has occurred. Such Amendment or Supplement shall include: (i) a description of the Additional Land added or withdrawn from the Project; and (ii) shall reference this Declaration and state that the provisions of this Declaration apply to the Additional Land, or that the withdrawn land is no longer subject to the provisions of this Declaration.

(5) **Amendment No. 5.** Exhibit A of the Declaration shall be deleted and replaced by the Exhibit A attached hereto.

(6) **Annexation Certification.** Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") is submitted to and properly annexed into the Declaration. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto. The Owner of each Lot within the Subject Property

shall be a member of Park Lofts HOA, Inc. and shall be entitled to all benefits and voting rights of such membership as set forth in the Declaration.

(7) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(8) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Declarant has executed and adopted this First Amendment this 30 day of June, 2021.

**DECLARANT**  
**NSL CENTER TOWNS, LLC**  
a Utah limited liability company

By: [Signature]

Name: Patrick Scott

Its: President of Brighton Development Utah, LLC  
-Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Davis )

On the 30 day of June, 2021, personally appeared before me Patrick Scott who by me being duly sworn, did say that she/he is an authorized representative of NSL Center Towns, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: Heather Marchant



**EXHIBIT A**  
[Legal Description]

Lots 1 through 56 and Common Areas of **NORTH SALT LAKE – CITY CENTER**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3143083.

Specifically Excluding Lot 57

**Serial Numbers: 01-503-0001 through 01-503-0056, 01-503-0058, and 01-503-0059**

All of **NORTH SALT LAKE – CITY CENTER PHASE 2**, according to the official plat on file in the office of the Davis County Recorder.

Including Lots 58 through 92 and Common Area

More particularly described as:

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89, SAID POINT BEING N01°16'08"W 312.59 FEET AND N88°43'52"E 148.89 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N68°12'36"W 68.51 FEET; THENCE N21°47'24"E 5.73 FEET; THENCE N67°59'20"W 20.44 FEET; THENCE S22°00'40"W 7.40 FEET; THENCE N68°04'48"W 26.68 FEET; THENCE S21°49'49"W 2.95 FEET; THENCE N67°53'26"W 4.00 FEET; THENCE N21°49'49"E 11.86 FEET; THENCE N67°53'26"W 99.28 FEET; THENCE S22°06'34"W 64.50 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 5.00 FEET, AN ARC LENGTH OF 3.21 FEET, A DELTA ANGLE OF 36°49'32", A CHORD BEARING OF S49°28'40"E, AND A CHORD LENGTH OF 3.16 FEET; THENCE S22°06'34"W 2.00 FEET; THENCE N67°47'03"W 55.51 FEET; THENCE N65°28'00"W 44.85 FEET; THENCE N67°53'26"W 2.03 FEET; THENCE S31°17'00"W 1.22 FEET; THENCE N58°43'00"W 72.50 FEET TO THE EASTERLY LINE OF NORTH TOWNE STATION; THENCE N31°17'00"E ALONG SAID EASTERLY LINE, 248.74 FEET; THENCE S68°00'49"E ALONG SAID NORTH TOWNE STATION AND ALSO THE LOFTS @ 99TH, 350.09 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE S22°00'40"W ALONG SAID EXISTING RIGHT OF WAY LINE, 197.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 81327 SQUARE FEET OR 1.867 ACRES MORE OR LESS.

\* NAD 83 Bearing for this line N 0° 56' 17" W.