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Mary Ann Trussell, Summit County Utah Recorder

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By First American Title Insurance Company

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WHEN RECORDED RETURN TO:

Matthew B. Hutchinson

DART, ADAMSON & DONOVAN

1225 Deer Valley Drive, Suite 201

Park City, Utah 84060

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION AND
GRANT OF EASEMENTS OF SUMMIT CENTER,
SUMMIT COUNTY, UTAH**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS OF SUMMIT CENTER, SUMMIT COUNTY, UTAH (this "Amendment") is made and executed as of this ~~17th~~ day of September, 2015 by the undersigned Owners of that certain real property commonly known as the Summit Center Commerce Park in Summit County, Utah and more particularly described in Exhibit A hereto (the "Premises"), and The Summit Center Master Owners Association, Inc., a Utah nonprofit corporation, which parties hereby agree, acknowledge, and certify as follows:

RECITALS

A. WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restriction and Grant of Easements for Summit Center, Summit County, Utah was recorded on January 4, 2008 as Entry No. 834059 in Book 1908 at Page 251 in the office of the Summit County Recorder (the "Declaration") (capitalized terms not defined herein shall have the same meanings as those set forth in the Declaration);

B. WHEREAS, under the Declaration, The Summit Center Association, Inc. (the "Original Association") was vested with certain obligations and the authority to enforce the Declaration with regard to the Premises, including but not limited to those powers enumerated in Section 2.5 of the Declaration, which include, among other things, the power to promulgate rules and regulations governing the use and occupation of the Common Property (as the same is defined in the Declaration), to manage and contract for the management of the Common Property, to insure the Common Property and to levy and collect assessments, subject to the terms of the Declaration, subject to the terms of the Declaration;

C. WHEREAS, the Original Association has been administratively dissolved by the Utah Division of Corporations and Commercial Code (the "Division") for failure to file annual reports with said Division as required by the Utah Non-Profit Corporation Act;

D. WHEREAS, on September 10, 2015, Owner Summit Center Owners, LLC, a Delaware limited liability company, caused the formation of The Summit Center Master Owners

Association, Inc. (the "New Association") by filing its Articles of Incorporation with the Utah Division ;

E. WHEREAS, the New Association was explicitly formed for the purpose of performing all of the duties and exercising the powers and authority originally vested in the Original Association by the Declaration;

F. WHEREAS, the Original Association and the New Association shall be collectively referred to herein and defined under the Declaration as "the Association";

G. WHEREAS, the Turnover Date has occurred pursuant to Section 2.3 of the Declaration by virtue of the fact that all of the Lots have been conveyed to parties other than the Declarant;

H. WHEREAS, pursuant to Section 2.4.5 of the Declaration, the provisions of the Declaration may be amended by the written assent of at least seventy-five per cent (75%) majority of the votes of the Original Association;

I. WHEREAS, as of the date of this Amendment, the undersigned Owners who own one hundred percent (100%) of the Lots in the Property described in the Declaration and are Members of the Association that collectively control one hundred per cent (100%) of the votes of the Original Association;

J. WHEREAS, the undersigned Owners as Members of the Association consent to and ratify the incorporation of the New Association to assume the responsibilities and exercise the powers of the Association under the Declaration;

K. WHEREAS, the undersigned Owners as Members of the Association desire to amend the Declaration to provide for the assignment and assumption of the responsibilities and powers of the Original Association to and by the New Association;

L. WHEREAS, the New Association has agreed to accept and assume such responsibilities and powers and perform and exercise the same in accordance with the Utah Non-Profit Corporation Act, Utah Code Ann. § 16-6a-101 *et seq.* and the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et seq.*; and

M. WHEREAS, the undersigned Owners as Members of the Association amend the Declaration to provide for the assignment and the assumption of the responsibilities and powers of the Original Association to and by the New Association.

AMENDMENT

NOW THEREFORE, based upon the affirmative unanimous written consent of the Members of the Association, the Declaration is defined as follows:

The definition of "Association" set forth in Article I of the Declaration shall be deleted in its entirety and amended to read:

Exhibit A – Legal Description

A parcel of land lying and situate in the Southwest Quarter of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Park City, Summit County, Utah, being more particularly described as follows:

BEGINNING at a point which is South 89°39'47" East 849.78 feet along the Quarter Section Line from the West Quarter Corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, and running thence South 89°39'47" East 1787.11 feet along said Quarter Section Line to the center of Section 12; thence South 00°42'54" West 1208.93 feet along the Quarter Section Line; thence North 48°35'21" West 343.96 feet; thence North 19°52'57" West 516.35 feet; thence South 63°17'06" West 342.63 feet; thence North 38°48'14" West 97.30 feet; thence South 51°00'51" West 102.84 feet; thence North 38°48'14" West 134.82 feet; thence South 51°00'51" West 337.62 feet to the Easterly right-of-way line of Rasmussen Road; thence North 35°48'48" West 932.11 feet along said right-of-way line to this Point of Beginning.

Contains 25.469 acres. 7 Lots

SUMMIT CENTER OWNERS, LLC: Parcel Nos. SCCPS-A, SCCPS-B, SCCPS-C, SCCPS-D.

SUMMIT CENTER LOTS A, B, C, D AND OPEN SPACE, SUMMIT CENTER OFFICE PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

SUMMIT CENTER OWNERS II, LLC: Parcel No. SCCPS-E

SUMMIT CENTER LOT E, SUMMIT CENTER OFFICE PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

DOGINHAUS PROPERTIES, LLC: Parcel No. SCCPS-F.

SUMMIT CENTER LOT F, SUMMIT CENTER OFFICE PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

SUMMIT CENTER BUILDING H CONDOMINIUM OWNERS ASSOCIATION, INC.:

SUMMIT CENTER LOT H, SUMMIT CENTER OFFICE PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

CONDOMINIUM OWNERS PARCEL NOS: CONTINUE TO NEXT PAGE

SUMMIT CENTER OWNERS, LLC: Parcel Nos. SUMCC-100-O-AM, SUMCC-100-P-AM, SUMCC-100-Q, SUMCC-100-R, SUMCC-100-S, SUMCC-100-T, SUMCC-100-U, SUMCC-100-V, SUMCC-100-W, SUMCC-100-X, SUMCC-101-I, SUMCC-101-J, SUMCC-101-K, SUMCC-102-A, SUMCC-102-B, SUMCC-102-C, SUMCC-102-D, SUMCC-102-E, SUMCC-102-F, SUMCC-102-G, SUMCC-102-H, SUMCC-102-I, SUMCC-102-J, SUMCC-103-A, SUMCC-103-B, SUMCC-103-C, SUMCC-103-D, SUMCC-103-E, SUMCC-103-F, SUMCC-103-G, SUMCC-103-H, SUMCC-103-I, SUMCC-103-J, SUMCC-103-K, SUMCC-103-L, SUMCC-103-M, SUMCC-103-N, SUMCC-103-O, SUMCC-103-P, SUMCC-103-Q, SUMCC-103-R, SUMCC-103-S, SUMCC-103-T, SUMCC-103-U, SUMCC-103-V, SUMCC-103-W, SUMCC-103-X, SUMCC-200-A, SUMCC-200-B, SUMCC-200-C, SUMCC-200-D, SUMCC-200-E, SUMCC-200-F, SUMCC-200-G, SUMCC-200-H, SUMCC-200-I, SUMCC-200-J, SUMCC-200-K, SUMCC-200-L, SUMCC-200-M, SUMCC-200-N, SUMCC-200-O, SUMCC-200-P, SUMCC-200-Q, SUMCC-200-R, SUMCC-200-S, SUMCC-200-T, SUMCC-200-U, SUMCC-200-V, SUMCC-200-W, SUMCC-200-X, SUMCC-200-Y, SUMCC-200-Z, SUMCC-200-AA, SUMCC-200-BB, SUMCC-201-A, SUMCC-201-B, SUMCC-201-C, SUMCC-201-D, SUMCC-201-E, SUMCC-201-F, SUMCC-201-G, SUMCC-201-H, SUMCC-201-I, SUMCC-201-J, SUMCC-201-K, SUMCC-201-L, SUMCC-201-M, SUMCC-201-N, SUMCC-201-O, SUMCC-201-P, SUMCC-201-Q, SUMCC-201-R, SUMCC-201-S, SUMCC-201-T, SUMCC-201-U, SUMCC-201-V, SUMCC-201-W, SUMCC-201-X, SUMCC-201-Y, SUMCC-201-Z, SUMCC-201-AA, SUMCC-202-A, SUMCC-202-B, SUMCC-202-C, SUMCC-202-D, SUMCC-202-E, SUMCC-202-F, SUMCC-202-G, SUMCC-202-H, SUMCC-202-I, SUMCC-202-J, SUMCC-202-K, SUMCC-202-L, SUMCC-202-M, SUMCC-202-N, SUMCC-202-O, SUMCC-202-P, SUMCC-202-Q, SUMCC-202-R, SUMCC-202-S, SUMCC-202-T, SUMCC-202-U, SUMCC-202-V, SUMCC-202-W, SUMCC-202-X, SUMCC-202-Y, SUMCC-202-Z, SUMCC-202-AA, SUMCC-202-BB.

UNITS: Summit Center Condominium Units 100-Q through 100-X, 101-I through 101-K, 102-A through 102-J, 103-A through 103-X, 200A through 200-Z, 200-AA and 200-BB, 201-A through 201-Z, 201-AA, 202-A through 202-Z, 202-AA and 202-BB, Park City, Utah.

2750 SUMMIT, LLC: Parcel Nos. SUMCC-100-A, SUMCC-100-B, SUMCC-100-C, SUMCC-100-D, SUMCC-100-E, SUMCC-100-F, SUMCC-100-G, SUMCC-100-H-AM, SUMCC-100-I-AM, SUMCC-100-J, SUMCC-100K, SUMCC-100L, SUMCC-100M, SUMCC-100N.

UNITS: Summit Center Condominium Units 100-A through 100-N, Park City, Utah.

SUMMIT CENTER ENDO & BEYOND, LLC: Parcel Nos. SUMCC-101-A, SUMCC-101-B, SUMCC-101-C, SUMCC-101-D, SUMCC-101-E, SUMCC-101-F, SUMCC-101-G, SUMCC-101-H.

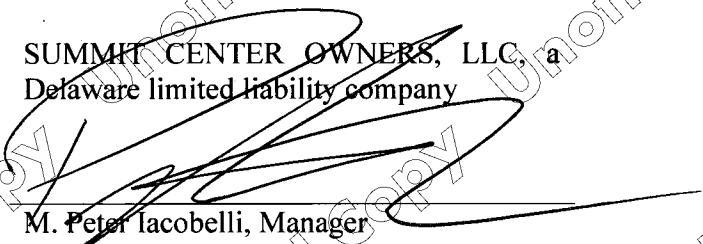
Summit Center Condominium Units 101-A through 101-H, Park City, Utah.

Exhibit B

Owner's Written Assent to Amendment

Signature Pages to Follow

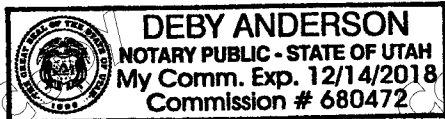
SUMMIT CENTER OWNERS, LLC, a
Delaware limited liability company


M. Peter Iacobelli, Manager

Acknowledgement

STATE OF UTAH)
 :ss
County of SUMMIT)

The foregoing instrument was duly acknowledged before me this 16 day of September, 2015, by M. Peter Iacobelli, in his capacity as the Manager of SUMMIT CENTER OWNERS, LLC, a Delaware limited liability company.




Notary Public

SUMMIT CENTER OWNERS II, LLC, a
Utah limited liability company

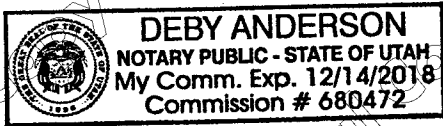


David A. Nadler, Manager

Acknowledgement

STATE OF UTAH)
 :ss
County of SUMMIT

The foregoing instrument was duly acknowledged before me this 16 day of September, 2015, by David A. Nadler, in his capacity as the Manager of SUMMIT CENTER OWNERS II, LLC, a Utah limited liability company.





Notary Public

THE SUMMIT CENTER MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation:




David A. Nadler, President

Acknowledgement

STATE OF UTAH)
 :SS
COUNTY OF Summit)

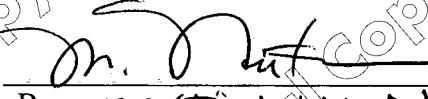
The foregoing instrument was duly acknowledged before me this 14 day of September, 2015, by David A. Nadler in his capacity as the President of The Summit Center Master Owners Association, Inc., a Utah nonprofit corporation.

 **DEBY ANDERSON**
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 12/14/2018
Commission # 680472



Notary Public

DOGINHAUS PROPERTIES LLC, a Utah
limited liability company



By: MARTIN W. NEWTON
Its: Owner

Acknowledgement

STATE OF UTAH)
 :SS
COUNTY OF _____)

The foregoing instrument was duly acknowledged before me this ____ day of September, 2015, by _____, in his capacity as the _____ of Doginhaus Properties, LLC, a Utah limited liability company.

See attached certificate.
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

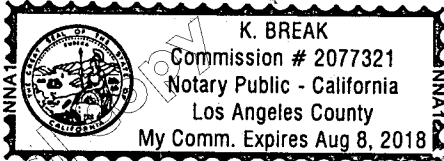
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 14, 2015 before me, K. Break, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Martin W. Newton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Martin W. Newton
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: www
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____