

WHEN RECORDED PLEASE RETURN TO:

SALT LAKE COUNTY PARCEL NO.'S:

Mike Stangl
M&T INVESTMENTS, LLC
90 East 7200 South, Suite 200
Midvale, Utah 84047

AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS

The Amendment to Declaration of Easements, Covenants and Restrictions ("Amendment") is entered into as of the 3 day of January, 2013, by and between M&T Investments, LLC, a Utah limited liability company ("M&T"), John A. Swaney, an individual ("Swaney"), Tai-Pan Sandy, LLC, a Utah limited liability company ("Tai-Pan"), Stay TP Sandy, LLC, a Utah limited liability company ("Stay TP"), Seelos Family Limited Partnership, a Utah limited partnership ("Seelos"), and Board of Education of Canyons School District ("Canyons School") (the foregoing are collectively referred to hereinafter as the "Parties" or "Owners").

WHEREAS, Tai-Pan and M&T entered into that certain Declaration of Easements, Covenants and Restrictions dated as of August 24, 2006 and recorded in the Office of the Salt Lake County Recorder on August 28, 2006 as Entry No. 9826185 in Book 9341 at Page 9748 of the official records ("Original Declaration").

WHEREAS, Tai-Pan and M&T entered into that certain Declaration of Easements, Covenants and Restrictions dated as of October 13, 2006 and recorded in the Office of the Salt Lake County Recorder on October 19, 2006 as Entry No. 9882034 in Book 9368 at Page 310 of the official records ("Declaration").

WHEREAS, M&T as to an undivided two-thirds (2/3) interest and Swaney as to an undivided one-third (1/3) interest, are the Owners of certain parcels of real property more fully described on Exhibit "A-1" attached hereto (also referred to as Lots 1, 2 and 3).

WHEREAS, M&T is the tenant and the Utah Department of Transportation is the landlord under the terms of a lease dated March 1, 2003 of certain real property described in Exhibit "A-2" attached hereto.

WHEREAS, Tai-Pan is the Owner of a certain parcel of real property more fully described on Exhibit "B" attached hereto (also referred to as Lot 5).

WHEREAS, Stay TP and Seelos are the Owners of a certain parcel of real property more fully described on Exhibit "C" attached hereto (also referred to as Lot 4), which property Stay TP and Seelos acquired from Investors Warranty of America, Inc. on or about October 30, 2013.

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GARY W. OTT
RECORDED, SALT LAKE COUNTY, UTAH
M & T INVESTMENTS
90 E 7200 S STE 200
MIDVALE UT 84047
BY: TRA, DEPUTY - WJ 13 P.

WHEREAS, Canyons School is the Owner of a certain parcel of real property more fully described on Exhibit "D" attached hereto (also referred to as Lot 6).

WHEREAS, the Parties hereto are collectively all of the owners or lessees of the real property which is the subject of the Original Declaration and the Declaration.

WHEREAS, the Parties wish to terminate the Original Declaration and amend the Declaration as hereinafter set forth.

NOW THEREFORE, the above recitals are incorporated herein, and in consideration of the reciprocal benefits to be derived from the Declaration as herein amended, including amended easements, restrictions, covenants and requirements set forth below, the Parties hereto consent, acknowledge and agree as follows:

1. The Parties hereby confirm and agree that the Original Declaration was wholly superseded by the Declaration and the Original Declaration is of no further force or effect and is hereby terminated.

2. That the Declaration as herein supplemented and amended is in full force and effect.

3. Each of the Parties' parcels and all of the easements, restrictions and covenants and provisions contained in the Declaration as hereby amended:

(a) are made for the direct, mutual and reciprocal benefit of each of the respective parcels;

(b) create mutual, equitable, servitudes upon each parcel in favor of the other;

(c) constitute covenants running with the land;

(d) shall bind every person or entity that may have or acquire any leasehold or other interest in any portion of any parcel at any time, or from time to time, to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction or provision is to be performed by such person. The foregoing notwithstanding, the Declaration as hereby amended shall only apply to the parcel described on Exhibit "A-2" so long as the lease hereinabove described remains in effect.

4. Paragraph 4 of the Declaration is hereby amended to read as follows:

4. Maintenance. Each Owner shall maintain the Common Areas from time to time located upon its parcel. Such maintenance shall include, but shall not be limited to: (a) reasonable maintenance, repair and replacement of the surface and subsurface of the walkways, parking lot and driveways situated on the Common Areas to maintain the same level, smooth and evenly covered with the types of materials originally constructed thereon or such substitutes as will in all

respects be equal to such materials in quality, appearance and durability; (b) reasonable maintenance and care of all grass, shrubs and landscaping ("Landscaped Areas"), including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing automatic sprinkler systems and waterlines as may be necessary, as the same may be located on such Owner's Parcel; (c) removal from the Common Areas of papers, debris, ice, snow, refuse and other hazards to persons using all said areas and thoroughly sweeping and cleaning such areas as may reasonably be required to maintain the same in neat and orderly condition; (d) maintenance of such appropriate parking area entrance, exits and directional signs, markers, and lights as may be reasonably required from time to time; and (e) such painting and repainting as may be required to maintain the parking area and the equipment installed thereon in a reasonably high quality condition.

The foregoing notwithstanding: (a) the Owner of Lot 3 shall be responsible for all maintenance and replacement of all Common Areas and Utility Facilities (hereinafter defined), including, but not limited to, water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, oil/water separators and drainage lines and systems; and other utility lines or systems now or hereafter developed to serve any of the parcels to the extent that such Common Areas and Utility Facilities are located within the crosshatched area depicted on Exhibit "E"; and (b) the Owner of Lot 4 shall be responsible for maintenance and replacement of the oil/water separation systems and appurtenant facilities located on Lot 1 which serve Lot 4.

Each of the other Owners shall reimburse the Owner of Lot 3 for such other Owner's prorata share of reasonable costs incurred by the Owner of Lot 3 in maintenance or replacement of the Common Areas and Utility Facilities located within the crosshatched area depicted on Exhibit "E". Each Owner's prorata share of a reasonable cost incurred by the Owner of Lot 3 for the maintenance or replacement of any Common Area and Utility located within the crosshatched area located on Exhibit "E" shall be determined by dividing such cost by the number of Lots served by such repaired or replaced Common Area and Utility. For example, (A) if the Owner of Lot 3 incurs costs for repairs to gas transmission lines located within the crosshatched area depicted in Exhibit "E", then such costs shall be divided equally among each Lot that is connected to the gas transmission lines; (B) if the Owner of Lot 3 incurs costs for removing snow from the crosshatched area depicted on Exhibit "E", then such costs shall be divided equally between all Owners who require winter access to their Lots; and (C) if the Owner of Lot 3 incurs costs for improving storm drain facilities located within the crosshatched area depicted in Exhibit "E", then such costs shall be divided equally among each Lot that is served by such storm drain facilities.


In the event that any Party shall fail to observe the obligations imposed hereunder, or fails to properly maintain that portion of the Common Area or

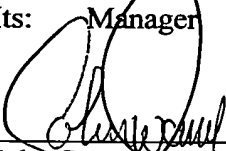
Landscaped Areas, as required herein, which is from time to time located on its parcel, any other Party may send written notice of such failure to the Party failing to properly maintain. Such notice shall contain an itemized statement of the specific deficiencies in performance of Common Area maintenance or other obligations hereunder. The Party receiving such notice shall then have thirty (30) days after receipt in which to correct the deficiencies, or in which to commence to correct the deficiencies if said deficiencies cannot be corrected with a thirty (30) day period and thereafter to proceed diligently to complete the correction of the deficiencies. In the event the Party receiving notice shall fail or refuse to timely correct or begin to correct and diligently complete the deficiencies, the Party giving such notice may, at its option, correct the deficiencies. In that event, the Party failing to properly maintain shall promptly upon receipt of an itemized invoice for the costs incurred in correcting the deficiencies, pay such costs to the Party giving notice.

5. In addition to the other easements granted in the Declaration, each Owner grants to each other Owner a non-exclusive easement for the installation, use, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, oil/water separators and drainage lines and systems; and other utility lines or systems now or hereafter developed to serve any of the parcels; provided, however, that all pipes, lines, wires, conduits, drains, sewers, systems and related equipment, ("Utility Facilities") will be installed underground to the extent practicable or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the parcel or improvements on which such Utility Facilities are located. Notwithstanding any provision in the Declaration to the contrary, the Owners understand and agree that if an Owner (a) damages, repairs, replaces, moves or removes any of the Utility Facilities during the development of the Owner's Lot, or (b) adds any additional Utility Facilities in the course of such development, said Owner shall be solely responsible for all costs and expenses incurred in connection with such damage, repair, replacement, movement or removal of the Utility Facilities or any such addition thereto. Items such as manhole covers, hydrants, standpipes, meters, control valves, transformers and other similar items customarily required to be located above ground, will not be required to be installed underground. The location of any new, additional or relocated (other than those presently existing) Utility Facilities shall be subject to the reasonable approval of the Owner of the burdened site, which approval shall not be unreasonably delayed, conditioned or denied. The Owner of any burdened site affected by any such utility easement will have the right, at any time, to relocate any Utility Facilities then located on the burdened site on the conditions that: (i) such right of relocation will be exercisable only after 30 days prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the benefited site; (iii) such relocation will not reduce or unreasonably impair the usefulness or the function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities. No portion of this provision shall be applicable to the parcel described in Exhibit "A-2"


IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

M&T INVESTMENTS, LLC
a Utah limited liability company

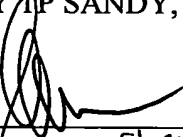
By: 
Mike C. Stangl
Its: Manager


John Swaney, an individual


TAI-PAN SANDY, LLC
a Utah limited liability company

By: 
Nick Stewart
Its: Manager

STAY TIP SANDY, LLC

By: 
Tom Stuart
Its: Manager

SEELOS FAMILY LIMITED PARTNERSHIP

By: 
Its: MANAGING PARTNER

BOARD OF EDUCATION OF CANYON'S SCHOOL DISTRICT

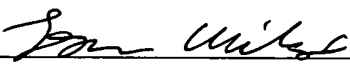
By: 
Its: Business Administrator

EXHIBIT "A-1"

Lots 1, 2 and 3: M&T Investments, LLC, a Utah limited liability company, as to an undivided 2/3 interest, and John A. Swaney as to an undivided 1/3 interest:

Beginning at a point being the intersection of the south line of 9000 South Street and the east line of 700 West Street, said point being South 0°13'48" West 101.12 feet along the section line to the extension of the south line of said 9000 South Street and North 89°53'45" East 40.00 feet from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East 134.05 feet along the south line of said 9000 South Street; thence South 0°24'48" East 197.33 feet; thence South 80°27'48" West 80.67 feet; thence West 56.76 feet to the east line of 700 West Street; thence North 0°13'48" East 210.45 feet along the east line of said 700 West Street to the point of beginning.

(Referred to in this Amendment as Lot 1.)

AND

Beginning at a point on the south line of 9000 South Street, said point being south 0°13'48" West 101.12 feet along the section line to the extension of the south line of said 9000 South Street and North 89°53'45" East 174.05 feet from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East 95.76 feet along the south line of said 9000 South Street; thence South 181.65 feet; thence South 80°27'48" West 95.66 feet; thence North 0°24'48" West 197.33 feet to the point of beginning.

(Referred to in this Amendment as Lot 2.)

AND

Beginning at a point on the south line of 9000 South Street, said point being South 0°13'48" West 101.12 feet along the section line to the extension of the south line of said 9000 South Street and North 89°53'45" East 269.81 feet from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East 208.98 feet along the south line of said 9000 South Street; thence South 146.92 feet; thence South 80°27'48" West 211.91 feet; thence North 181.65 feet to the point of beginning.

Referred to in this Amendment as Lot 3.)

EXHIBIT "A-2"

As to a leasehold interest only:

The eastern portion of the real property leased by M&T from the Utah Department of Transportation pursuant to a lease agreement with a commencement date of March 1, 2003, which portion of the leased property is described as follows:

Beginning at the intersection of the south line of 9000 South Street and the extension of the west line of Sandy Parkway Plat "B" said point being South 89°58'11" East 1015.74 feet along the quarter section line to the extension of the west line of said Sandy Parkway Plat "B" and South 0°00'41" East 17.02 feet along the extension of the west line of said Sandy Parkway Plat "B" from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being Southwesterly 256.25 feet along the arc of a 2864.79 foot radius curve to the left, (center bears South 1°21'05" East and the long chord bears South 86°05'10" West 256.16 feet with a central angle of 5°07'30"), along the centerline of 9000 South Street and South 6°28'35" East 75.00 feet to the south line of said 9000 South Street and South 78°49'15" West 62.88 feet along the south line of said 9000 South Street from a monument found at the intersection of said 9000 South Street and 500 West Street, and running;
thence South 78°49'15" West 425.35 feet along the south line of said 9000 South Street;
thence South 89°53'45" West 80.0 feet;
thence Due North approximately 56 feet to the northern boundary of said leased property;
thence North 83°46'44" along said northern boundary of the leased property to the extension of the west line of Sandy Parkway Plat "B";
thence South 0°00'41" East 28.61 feet along the extension of the west line of said Sandy Parkway Plat "B" to the point of beginning.

EXHIBIT "B"

Lot 5: Tai-Pan Sandy, LLC, a Utah limited liability company, as to the following described portion of the land:

Beginning at a point being South 0°13'48" West 543.91 feet along the section line and South 89°59'43" East 335.57 feet from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 272.41 feet; thence North 80°27'48" East 147.03 feet; thence South 296.78 feet; thence North 89°59'43" West 145.00 feet to the point of beginning.

(Referred to in this Amendment as Lot 5.)

EXHIBIT "C"

Lot 4: Stay TP Sand, LLC and Seelos Family Limited Partnership, as to the following described portion of land:

Beginning at a point being Northwest corner of SANDY PARKWAY PLAT "B", and also being on the South line of 9000 South Street, said point being South 89°58'11" East 1015.74 feet along the quarter section line and South 0°00'41" East 17.02 feet along the extension of West line of said SANDY PARKWAY PLAT "B", from the West quarter corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0°00'41" East 526.43 feet along the West line of said SANDY PARKWAY PLAT "B"; thence North 89°59'43" West 537.46 feet; thence North 443.70 feet to the South line of 9000 South Street; thence North 89°53'45" East 120.07 feet along the South line of said 9000 South Street; thence North 78°49'15" East 425.35 feet along the South line of said 9000 South Street to the point of beginning.

(Referred to in this Amendment as Lot 4.)

EXHIBIT "D"

Lot 6: Board of Education of Canyons School District, as to the following described portion of land:

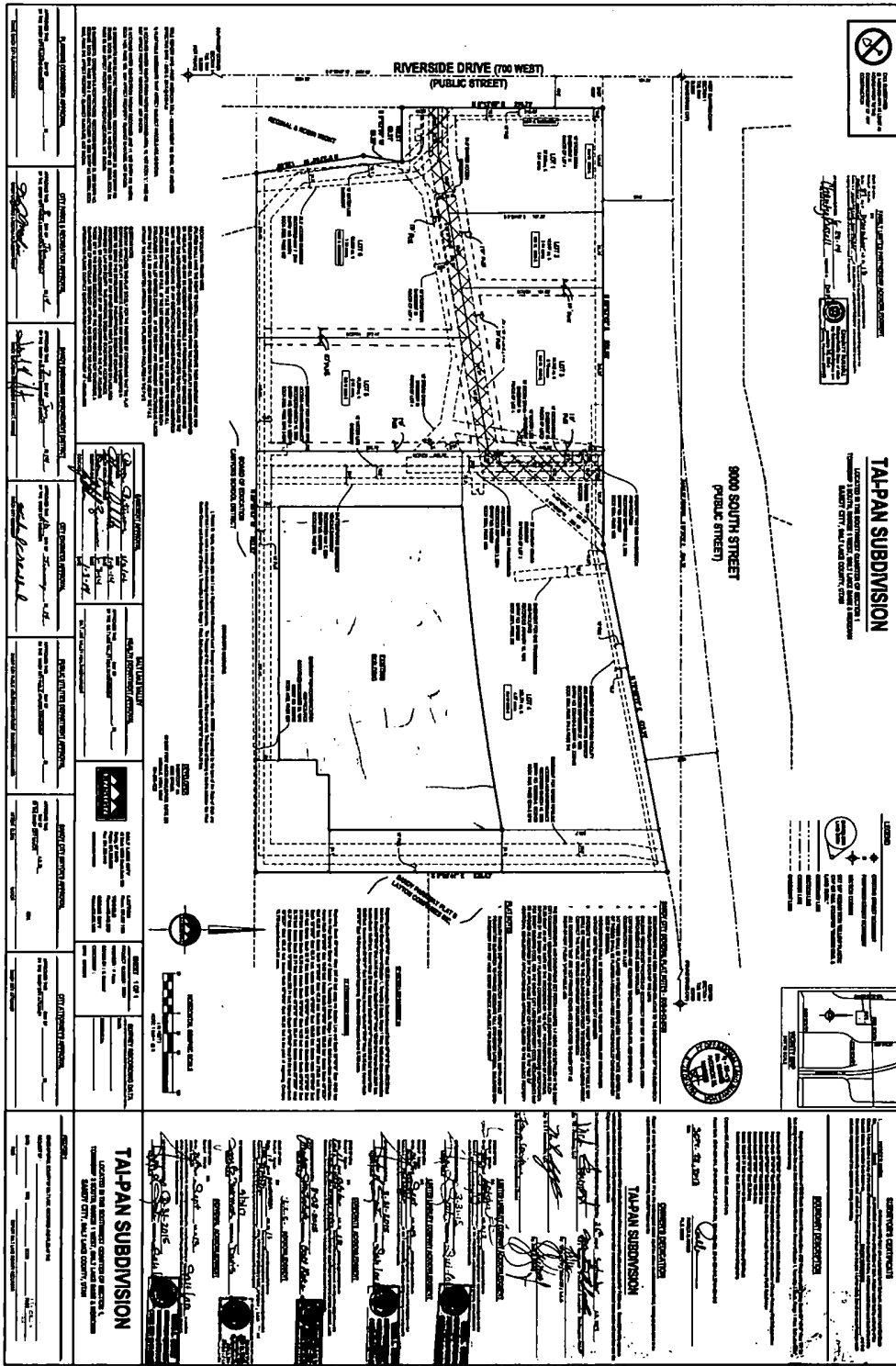
Beginning at a point being South 89°58'11" East 333.38 feet along the Quarter Section line and South 271.35 feet from the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 272.41 feet; thence North 89°59'43" West 210.48 feet; thence North 15°18'32" West 7.91 feet; thence North 5°04'33" West 11.17 feet; thence North 9°33'05" West 119.39 feet; thence North 9°02'50" East 38.18 feet; thence North 5°04'33" West 12.00 feet; thence West 66.40 feet to the east line of 700 West Street; thence North 0°13'48" East 46.28 feet along the east line of said 700 West Street; thence East 56.76 feet; thence North 80°27'48" East 241.21 feet to the point of BEGINNING.

EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land conveyed to UACC MIDWEST, INC., a Delaware corporation, in that certain Special Warranty Deed recorded October 30, 1998 as Entry No. 7137870, in Book 8145 at Page 484, of the Official Records of the Salt Lake County Recorder: Commencing at a point on the East line of Riverside Drive in Sandy, Utah (also known as 700 West Street) 357.95 feet South 0°10'27" West and 40.00 feet East from the East Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 68.93 feet; thence South 9°02'50" West 50.11 feet; thence South 9°33'05" East 190.99 feet; thence South 15°57'46" East 289.53 feet; thence West 173.94 feet (per previous Deeds 173.93 feet) to the East line of 700 West Street; thence along said line North 0°10'27" East 516.20 feet to the point of beginning.

Beginning at the Intersection of 9000 South Street and Riverside Drive (700 West) said point being South 00°13'48" West 101.04 feet along the section line and East 40.00 feet from West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian the and running; thence North 89°53'45" East 558.86 feet along the south line of said 9000 South Street; thence North 78°49'15" East 425.35 feet along said south line to the northwest corner of Sandy Parkway Plat "B" Subdivision; thence South 00°00'41" East 526.43 feet along the west line of said Sandy Parkway Plat "B" Subdivision; thence North 89°59'43" West 892.92 feet; thence North 09°33'05" West 138.40 feet; thence North 09°02'50" East 50.29 feet; thence West 69.31 feet to a point on the east line of said Riverside Drive (700 West); thence North 00°13'48" East 256.73 feet along said east line to the point of beginning.

(Referred to in this Amendment as Lot 6.)

EXHIBIT "E"



STATE OF UTAH)

:SS

County of Salt Lake

On the 3rd day of January, A.D., 2013^{2014 DS}, personally appeared before me, Mike Stangl, the signor of the foregoing instrument, who duly acknowledged to me that he is the Manager of M&T INVESTMENTS, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

MY COMMISSION EXPIRES: 3-31-2015.

Dixie L. Suite RESIDING IN Salt Lake COUNTY.
NOTARY PUBLIC



STATE OF UTAH)

:SS

County of Salt Lake

On the 3rd day of January, A.D., 2013^{2014 DS}, JOHN A. SWANEY, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that he signed the foregoing Agreement freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: 3-31-2015.

Dixie L. Suite RESIDING IN Salt Lake COUNTY.
NOTARY PUBLIC



STATE OF UTAH)

:SS

County of Salt Lake

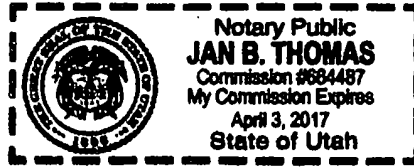
On the 6th day of January, A.D., 2013^{2014 DS}, personally appeared before me, Nick Stewart, the signor of the foregoing instrument, who duly acknowledged to me that he is the Manager of TAI-PAN SANDY, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

MY COMMISSION EXPIRES: 3-31-15^{DS}.

Dixie L. Suite RESIDING IN Salt Lake COUNTY.
NOTARY PUBLIC



STATE OF UTAH)
) :SS
County of Salt Lake)

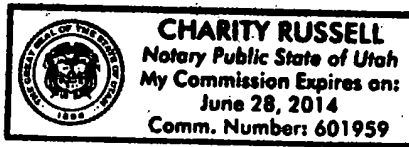


On the 3 day of January, A.D., 2014, personally appeared before me, Tom Stuart, the signor of the foregoing instrument, who duly acknowledged to me that he is the Manager of the STAY TP SANDY, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

MY COMMISSION EXPIRES: 4/3/17.

Jan B Thomas RESIDING IN Davis COUNTY.
NOTARY PUBLIC

STATE OF UTAH)
) :SS
County of Salt Lake)

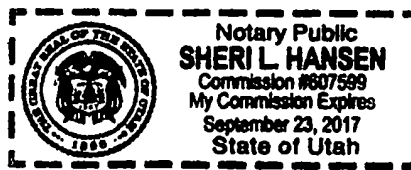


On the 27 day of December, A.D., 2013, personally appeared before me, Markus [Signature], the signor of the foregoing instrument, who duly acknowledged to me that he is the Managing partner of the SEELOS FAMILY LIMITED PARTNERSHIP, a Utah limited partnership, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

MY COMMISSION EXPIRES: 6-28-14.

Charity Russell RESIDING IN Davis COUNTY.
NOTARY PUBLIC

STATE OF UTAH)
) :SS
County of Salt Lake)



On the 7th day of January, A.D., ²⁰¹⁴~~2013~~, personally appeared before me, Leon Wilcox, the signor of the foregoing instrument, who duly acknowledged to me that he is the Business Administrator of the BOARD OF EDUCATION OF CANYONS SCHOOL DISTRICT, a Utah Corporation, and is authorized to execute the foregoing Agreement in its behalf and that he executed it in such capacity.

MY COMMISSION EXPIRES: 9-23-17.

Sheri L Hansen RESIDING IN Salt Lake COUNTY.
NOTARY PUBLIC