

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RECIPROCAL EASEMENT AGREEMENT
FOR
BALLARD PROFESSIONAL PLAZA**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement for Ballard Professional Plaza ("First Amendment"), is made and entered into as of the 7th day of ~~November~~ ^{December}, 2016, by Red Sky Solutions, LLC and Olympus Skyline Management, LLC (the "Approving Parties"), pursuant to Section 16.2(a) of the CC&Rs as defined below.

RECITALS:

A. Lighthouse Pinnacle, LLC as the "Original Declarant" under the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement for Ballard Professional Plaza, recorded the "Original CC&Rs", dated December 1, 2013, and recorded November 21, 2013, as Instrument Number 11764146, at Book 10194 Page 2414 in the official records of Salt Lake County, Utah, The Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement as amended by this First Amendment shall hereinafter be referred to as the "CC&Rs". The land subject to the CC&Rs is located in Salt Lake County, State of Utah and is more fully described on Exhibit "A" attached hereto.

B. Lighthouse Pinnacle, LLC, the "Original Developer" no longer owns any parcels in Ballard Professional Plaza and the succeeding "Developer" under the CC&Rs is Red Sky Holdings, LLC.

C. Concurrent with the recording of this First Amendment, Approved Parties are amending Lots 1, 2 and 3 of the Ballard Professional Center Subdivision and recording the Ballard Professional Center Subdivision Amended (the "Amended Plat") which now includes the consolidated Lots 1A and 2A.

D. The Approved Parties desire to amend the CC&Rs to effect the further common development, use and operation of the Property and modify the CC&Rs as part of a general plan for beneficial use of the Parcels and to grant to each of the Parcel Owners certain reciprocal easements in, to, over and across the Parcels.

AGREEMENT:

NOW, THEREFORE, the Owners hereby amend the Declaration as follows:

12430491
12/09/2016 04:07 PM #20-00
Book - 10509 Pg - 618-623
GARREY, W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
REDSKY SOLUTIONS
11925 S 700 E
DRAPER, UT 84020
BY: MSR, DEPUTY - M 6 P.

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. Amendment to Declaration Text. The Owners hereby amend the Declaration to include the following revised sections as if originally included in the Declaration:

2.1 1.8 is hereby deleted in its entirety and replaced with the following provision:

“1.8. Developer. The term “**Developer**” means the owner of Lot 2A.”

2.2 4.2(c) is hereby deleted in its entirety and replaced with the following provision:

“4.2(c) Height Limits. No Building or other improvements on Parcel 2A shall exceed a height of forty (40) feet, all measured from the grade of the pad to and including the highest point of any building or structures including decorative features, parapets, air-conditioning units, equipment, screening or other rooftop items.”

2.3 4.5 Rules and Regulations; Employee Parking and Deliveries is amended by adding this sentence at the end of the section: “Developer may allocate parking spaces to each Parcel in Developer’s reasonable discretion based on the uses in the Buildings on each Parcel. In the absence of a specific designation by Developer, parking spaces shall be allocated a prorata share of 35% to Parcel 1A and 65% to Parcel 2A.”

2.4 6.4(b) is amended so that the Common Area Expenses shall be deemed a prorata share of 35% to Parcel 1A and a prorata share of 65% to Parcel 2A.

2.5 16.9 Notices. The notice addresses for the current Parties are as follows:

Red Sky Solutions, LLC
11925 S. 700 E.
Draper, UT 84020

and

Olympus Skyline Management, LLC
45 W Segoe Lily Dr., Suite 41
Sandy, UT 84070

And Prior to Construction of the front building:

Red Sky Holdings, LLC
11925 S 700 E
Draper, UT 84020

And Following Construction of the front building:

Red Sky Holdings, LLC
11931 S 700 E
Draper, UT 84020

3. Survival of Remaining Terms of Declaration. Except as specifically amended herein, the CC&Rs and all of its terms and provisions remains in full force and effect.

4. Effective Date. This First Amendment shall be effective as of the date of recording in Salt Lake County, Utah, of an original of this First Amendment properly executed and acknowledged hereto.

5. Consent of the Owners. This First Amendment is authorized and executed by the Approving Parties pursuant to Section 16.2(a) of the CC&Rs.


[Signature page follows]

EXECUTED as of the date first set forth above.

APPROVING PARTIES:

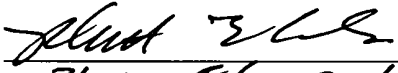
PARCEL 1A

Olympus Skyline Management, LLC

By: 
Name: Neal S. Bingham
Title: Manager

PARCEL 2A

Red Sky Solutions, LLC

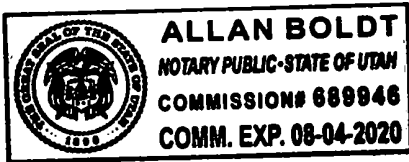
By: 
Name: Rhett Edwards
Title: Manager

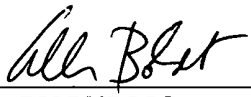
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of November, 2016, by Neal S. Bingham, a Manager of Olympus Skyline Management, LLC, a Utah limited liability company.



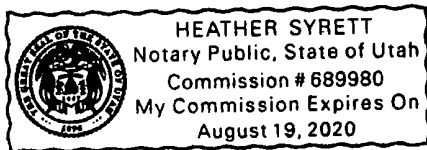

NOTARY PUBLIC

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of ~~November~~ ^{December}, 2016, by Rhett Edwards, a Manager of Red Sky Solutions, LLC, a Utah limited liability company.





NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING PART OF LOT 1 OF THE BALLARD PROFESSIONAL CENTER SUBDIVISION RECORDED MAY 20, 2013 AS ENTRY NO. 11645327 IN BOOK 2013P AT PAGE 90 AT THE SALT LAKE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF 700 EAST STREET AND RUNNING THENCE NORTH 00°05'29" EAST 13.32 FEET (RECORD = 13.91) TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE SOUTH 89°54'31" EAST 59.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00°05'29" EAST 10.45 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE SOUTH 89°54'31" EAST 59.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 00°05'29" EAST 97.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°54'31" WEST 59.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00°05'29" WEST 10.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°54'10" WEST 59.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°05'29" EAST 21.85 FEET; THENCE SOUTH 89°08'31" EAST 118.84 FEET; THENCE SOUTH 00°01'55" WEST 128.24 FEET TO A SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 86°08'32" WEST 30.78 FEET; 2) SOUTH 89°44'04" WEST 88.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,036 SQ. FT. OR 0.093 ACRES, MORE OR LESS