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**For Accommodation Only  
NOT EXAMINED**

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3/11/2008 3:37:00 PM \$24.00  
Book - 9580 Pg - 9240-9247  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BONNEVILLE SUPERIOR TITLE  
BY: eCASH, DEPUTY - EF 8 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Freeman, Freeman & Smiley, LLP  
3415 Sepulveda Boulevard  
Suite 1200  
Los Angeles, CA 90034  
Attn: Glenn T. Sherman, Esq.

27-29-353-003

27-29-353-002

**FIRST AMENDMENT TO RESTRICTIVE COVENANT**

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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Freeman, Freeman & Smiley, LLP  
3415 Sepulveda Boulevard  
Suite 1200  
Los Angeles, CA 90034  
Attn: Glenn T. Sherman, Esq.

### FIRST AMENDMENT TO RESTRICTIVE COVENANT

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANT (the "First Amendment") is made this 13<sup>th</sup> day of February 2008, by and between RIVERTON MEADOWS PARTNERS, LLC, a Nevada limited liability company ("Riverton"), and GRANITE FEDERAL CREDIT UNION, a federal credit union ("Purchaser"), with reference to the following facts.

#### RECITALS

A. Riverton and Purchaser have previously entered into that certain Restrictive Covenant dated April 26, 2007, recorded May 1, 2007, instrument 10085172, in Book 9458, Pages 3508-3528, Official Records of Salt Lake County, Utah (the "Covenant"), wherein Purchaser is the "Restricted Parcel Owner" as to the "Restricted Parcel" described in Exhibit "A", attached hereto and made a part hereof, and Riverton is the "Holder" and the "Remaining Property Owner" as to the "Remaining Property" described in Exhibit "B" attached hereto and made a part hereof. Any capitalized terms used in this First Amendment and not otherwise expressly defined herein shall have the same meaning as in the Covenant.

B. Riverton and Purchaser have agreed to modify certain terms and conditions of the Covenant, and now desire to amend the Covenant in accordance with Section 6.2 of the Covenant.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, RIVERTON AND PURCHASER HEREBY AGREE AND AMEND THE COVENANT AS FOLLOWS:

#### AGREEMENTS

1. Amendment of Dates. Notwithstanding anything to the contrary in any provision of the Covenant:

a. The "Work Commencement Date" described in Section 2.2 of the Covenant is hereby amended to be March 3, 2008.

b. The "Completion Date" described in Section 2.1 of the Covenant is hereby amended to be August 4, 2008.

c. The date upon which Purchaser/Restricted Parcel Owner shall initially open for business as provided in Section 3.3 of the Covenant is hereby amended to be August 18, 2008.

2. Compliance. Purchaser/Restricted Parcel Owner hereby affirms that Riverton/Holder/Remaining Property Owner is in compliance with the terms and conditions of the Covenant and of that certain Declaration of Covenants, Conditions and Restrictions recorded concurrently with the Covenant, and has not caused or contributed to any delays in Purchaser's/Restricted Parcel Owner's processing of plans or obtaining of entitlements for the improvements to be constructed on the Restricted Parcel.

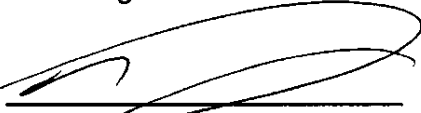
3. Reaffirmation. Except as modified by this First Amendment, the Covenant is reaffirmed in its entirety.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

HOLDER:

RIVERTON MEADOWS PARTNERS, LLC  
a Nevada limited liability company

By: The Merrill Companies, LLC,  
a California limited liability company,  
Its Co-Manager

By:   
David M. Frank,  
Chief Executive Officer


By: Bangerter 126 Real Estate Holdings, LLC,  
a Nevada limited liability company,  
Its Co-Manager

By:   
Kevin Golshan, Its Manager

[PURCHASER SIGNATURE PAGE FOLLOWS]

PURCHASER:

GRANITE FEDERAL CREDIT UNION  
a federal credit union

By:   
Name: Carl Pinaud  
Title: President

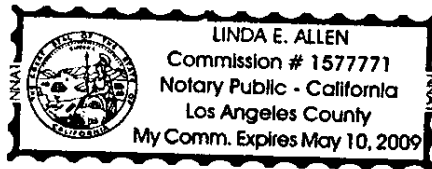
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On FEBRUARY 25, 2008, before me, LINDA E. ALLEN, Notary Public, personally appeared DAVID M. FRANK, 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.

Linda E Allen



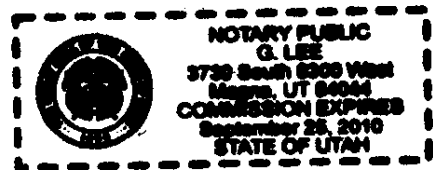
STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

On February 15, 2008, before me, G. Lee, Notary Public, personally appeared Curt Doman, 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.

G. Lee

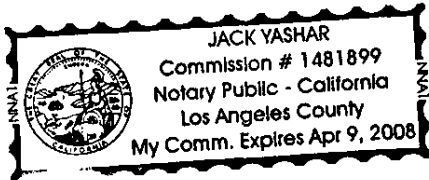


STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

On 3/5, 2008, before me, JACK YASHAR, Notary Public, personally appeared Kevin Golshan, 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.



Jack Yashar

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF RESTRICTED PARCEL**

IN THE STATE OF UTAH, COUNTY OF SALT LAKE, RIVERTON CITY:

LOT 2, RIVERTON MEADOWS COMM 2, A SUBDIVISION OF LOT 2, RIVERTON MEADOWS COMMERCIAL SUBDIVISION, A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY NO. 10085141 IN BOOK 9458 AT PAGE 3322, IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

27-29-353-003



**EXHIBIT B**

**LEGAL DESCRIPTION OF REMAINING PROPERTY**

IN THE STATE OF UTAH, COUNTY OF SALT LAKE, RIVERTON CITY:

LOT 1, RIVERTON MEADOWS COMM 2, A SUBDIVISION OF LOT 2, RIVERTON MEADOWS COMMERCIAL SUBDIVISION, A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY NO. 10085141 IN BOOK 9458 AT PAGE 3322, IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

27-29-353-002