

When Recorded, Mail To:
Kirton McConkie
50 E. South Temple St., 4th Floor
Salt Lake City, UT 84111
Attention: Eric Robinson

TAX ID 33-12-477-001, 33-12-476-002
33-12-478-005, 006, 33-12-476-001
34-07-356-001, 34-07-357-001
103118-CAF

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10/31/2018 2:12:00 PM \$30.00
Book - 10726 Pg - 7229-7236
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

(Above space reserved for recording information)

**SECOND AMENDMENT TO PROTECTIVE COVENANTS, EASEMENTS,
RESTRICTIONS, AND UNIFORM PLAN FOR
THE POINTE**

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS, EASEMENTS, RESTRICTIONS, AND UNIFORM PLAN FOR THE POINTE ("Amendment") is made as of the 31 day of October, 2018, by SORENSON ASSOCIATES, THE POINTE, LLC, a Utah limited liability company ("SATP"), BG SCENIC POINT OFFICE 1, L.C., a Utah limited liability company ("BG Office 1") and BG SCENIC POINT OFFICE 2, L.C., a Utah limited liability company ("BG Office 2").

Recitals:

A. On or about March 24, 2009, SATP executed an instrument titled Protective Covenants, Easements, Restrictions, and Uniform Plan for The Pointe (the "Original Declaration") and caused the same to be recorded as Entry No. 10655243, in Book 9701, at page 1566 in the office of the Salt Lake County Recorder, which Original Declaration was amended by that certain Amendment to Protective Covenants, Easements, Restrictions and Uniform Plan for The Pointe, dated June 30, 2015 and recorded as Entry No. 12082995, in Book 10339, at page 4911 in the office of the Salt Lake County Recorder (the "First Amendment", and together with the Original Declaration, collectively, the "Declaration").

B. The Declaration affects certain real property commonly known as the The Pointe, a Commercial Subdivision (the "Project"), located in Salt Lake County, Utah. The Project is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

C. The Declaration provides that it may be amended by an instrument signed by then "Property Owners" (as defined in the Declaration) possessing three-fourths (3/4th) of the assessed value of The Pointe according to the real property tax assessment records of Salt Lake County, Utah.

D. SATP, BG Office 1 and BG Office 2 are Property Owners now owning, collectively, at least three-fourths (3/4th) of the assessed value of The Pointe according to the real property tax assessment records of Salt Lake County, Utah. SATP, BG Office 1 and BG Office 2 desire to amend the Declaration in certain respects. BG Office 1 and BG Office 2 have

obtained the consent of their lender as required in a separate agreement between BG Office 1 and BG Office 2 and such lender, as evidence by the Consent of Lender hereinafter set forth.

Terms and Conditions:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SATP, BG Office 1 and BG Office 2 amend and modify the Declaration as follows:

1. Separate Parking for Lots 1, 2 and Part of Lot 3. BG Scenic Pointe Office 3, L.C., a Utah limited liability company (“BG 3”) has entered into a contract to a part of Lot 3 (collectively, “Modified Lot 3”) from SATP. Effective upon completion of the conveyance of Modified Lot 3 to BG 3, the Parking Easement described in subsection 6.3(a) of the Declaration will no longer apply to Modified Lot 3. In other words, Modified Lot 3 will no longer be subject to a Parking Easement in favor of Lots 4 through 7 (the “Remaining Lots”), nor will the Remaining Lots be subject to a Parking Easement in favor of Modified Lot 3. Instead, parking on Modified Lot 3 will be reserved for the Property Owner of said Lot, its tenants, occupants and licensees, and parking on the Remaining Lots will be reserved for the Property Owners of the Remaining Lots and their tenants, occupants and licensees. However, the provisions of subsection 6.3(b) prohibiting walls, fences or barriers will continue to apply to the parking areas on all Lots so that free access of movement of pedestrians and vehicular traffic is preserved across said parking areas. In addition, the Parking Easement described in subsection 6.3(a) of the Declaration will continue to apply between all of the Remaining Lots so that the Property Owners, tenants, occupants and licensees of the Remaining Lots will continue to enjoy cross-parking rights between their Lots.

2. Miscellaneous. All capitalized terms used in this Amendment and not defined herein shall have the meanings attributed to such terms in the Declaration. This Amendment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from different counterparts may be detached from the original counterparts and attached to one counterpart and recorded. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Declaration, the provisions of this Amendment shall control and the Declaration is modified accordingly. Except as amended herein, the terms and conditions of the Declaration shall remain the same and in full force and effect. All exhibits attached to this Amendment are incorporated herein by reference. This Amendment shall become effective upon recording at the office of the Salt Lake County Recorder.

[signature page follows]

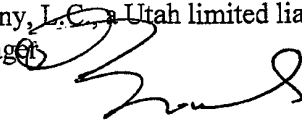
IN WITNESS WHEREOF, this Second Amendment to Protective Covenants, Easements, Restrictions, and Uniform Plan for The Pointe has been executed by the undersigned as of the day and year first above written.

SORENSEN ASSOCIATES, THE POINTE, LLC,
a Utah limited liability company

By: 
Jim Sorenson, Manager

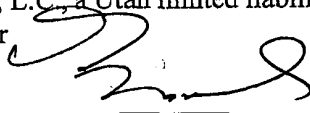
BG SCENIC POINT OFFICE 1, L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability company, its manager

By: 
Name: BRIAN GOLDNORTZ
Title: Manager

BG SCENIC POINT OFFICE 2, L.C., a Utah limited liability company,

By: The Boyer Company, L.C., a Utah limited liability company, its manager

By: 
Name: BRIAN GOLDNORTZ
Title: Manager


IN WITNESS WHEREOF, this Second Amendment to Protective Covenants, Easements, Restrictions, and Uniform Plan for The Pointe has been executed by the undersigned as of the day and year first above written.

SORENSEN ASSOCIATES, THE POINTE, LLC,
a Utah limited liability company

By: _____
Jim Sorenson, Manager

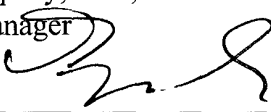
BG SCENIC POINT OFFICE 1, L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability company, its manager

By: 
Name: BRIAN GOLTZ
Title: Manager

BG SCENIC POINT OFFICE 2, L.C., a Utah limited liability company,

By: The Boyer Company, L.C., a Utah limited liability company, its manager

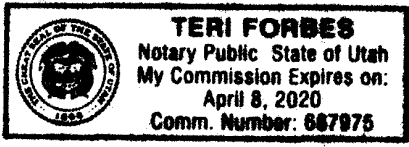
By: 
Name: BRIAN GOLTZ
Title: Manager



STATE OF UTAH)
)
) SS.
)
COUNTY OF SALT LAKE)

On this 2nd day of October, 2018, before me, a Notary Public, personally appeared Jim Sorenson, known or proved to me to be the Manager of Sorenson Associates, The Pointe, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the name and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

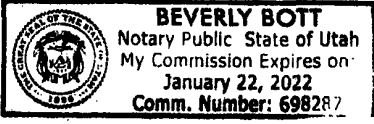


[Signature]
Notary Public
Residing at Salt Lake County
My Commission expires 8 April 2020

STATE OF UTAH)
)
) SS.
)
COUNTY OF SALT LAKE)

On this 28th day of ~~October~~ ^{September}, 2018, before me, a Notary Public, personally appeared Brian Gochmour, known or proved to me to be a Manager of The Boyer Company, L.C., a Utah limited liability company, a manager of BG Scenic Point Office 1, L.C., a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the name and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

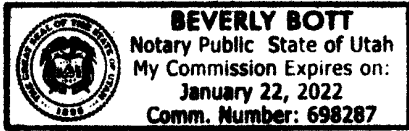


[Signature]
Notary Public
Residing at Salt Lake County
My Commission expires 1/22/22

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On this 23rd day of October, 2018, before me, a Notary Public, personally appeared Brian Gohmour, known or proved to me to be a Manager of The Boyer Company, L.C., a Utah limited liability company, a manager of BG Scenic Point Office 2, L.C., a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the name and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Beverly Bott

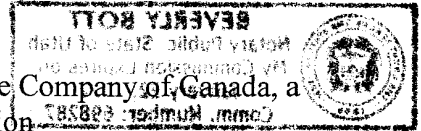
Notary Public
Residing at Salt Lake County
My Commission expires 1/22/22

CONSENT OF LENDER
(BG Office 1 and BG Office 2)

Sun Life Assurance Company of Canada, a Canadian corporation, ("Lender") is the present owner and holder of the beneficial interest under that certain Deed of Trust, Security Agreement and Fixture Filing (the "Trust Deed") in the original principal amount of \$32,100,000, between BG Scenic Point Office 1, L.C. and BG Scenic Point Office 2, L.C., individually and collectively, and jointly and severally, as the context requires, as Borrower, in favor of Landmark Title Company, as Trustee, for the benefit of Sun Life Assurance Company of Canada, a Canadian corporation, dated November 1, 2017, and recorded on November 1, 2017, as Entry No. 12649443, Book 10615, Pages 3906-3960, in the office of the Recorder of Salt Lake County, Utah. Lender hereby consents to the foregoing Second Amendment to Protective Covenants, Easements, Restrictions, and Uniform Plan for The Pointe and agrees that the lien of the Trust Deed will be subordinate and junior to the provisions of said Amendment.

LENDER:

Sun Life Assurance Company of Canada, a
Canadian corporation



[Signature]
Oct. 17, 2018

By: [Signature]
Name & Title:
Date: Oct 17, 2018

KARIN BENEDETTI
Associate Director
Canadian Asset Management

We have the authority to bind the Corporation

SHANNON PRICE
Senior Director
Canadian Asset Management

EXHIBIT "A"

Legal Description of the Project

Lots 1, 2, 3, 4, 5, 6, and 7 of The Pointe, a Commercial Subdivision located in the Southwest Quarter of Section 7, Township 4 South, Range 1 East and the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. [CONFIRM LEGAL]