

When Recorded Mail This Deed To:

TREA Vista Station I LLC
TREA Vista Station II LLC
TREA Vista Station III LLC
c/o Manatt, Phelps & Phillips, LLP
695 Town Center Drive, 14th Floor
Costa Mesa, California 92626
Attn: Steven L. Edwards, Esq.

Tax Parcel No.: 27-36-376-021; 33-01-101-001; 27-36-376-022 and 27-36-376-024

(Above Space for Recorder's Use Only)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "**Amendment**") is dated as of the 26th day of June, 2019, by and between **TREA VISTA STATION I LLC**, a Delaware limited liability company ("**Office 1 Owner**"), **TREA VISTA STATION II LLC**, a Delaware limited liability company ("**Office 2 Owner**"), and **TREA VISTA STATION III LLC**, a Delaware limited liability company ("**Office 3 Owner**" and together with the Office 1 Owner and the Office 2 Owner, the "**Owners**").

RECITALS:

- A. **WHEREAS**, Office 1 Owner, Office 2 Owner and Office 3 Owner each respectively own (i) certain real property located in the City of Draper, County of Salt Lake, State of Utah, consisting of the real property more particularly described on Exhibit "A" attached hereto as the Office 1 Land (the "**Office 1 Land**"), (ii) certain real property located in the City of Draper, County of Salt Lake, State of Utah, consisting of the real property more particularly described on Exhibit "A" attached hereto as the Office 2 Land (the "**Office 2 Land**"), and (iii) certain real property located in the City of Draper, County of Salt Lake, State of Utah, consisting of the real property more particularly described on Exhibit "A" attached hereto as the Office 3 Land (the "**Office 3 Land**" and together with the Office 1 Land and the Office 2 Land, the "**Property**", and individually the "**Parcels**").
- B. **WHEREAS**, the Property is subject to that certain Declaration of Covenants, Restrictions and Easements recorded on September 18, 2014 as Entry Number 11915615, in Book 10261, at Page 1779, in the Office of the County Recorder of Salt Lake County, Utah (the "**Declaration**").
- C. **WHEREAS**, the Declaration provides for a Manager (as defined in the Declaration) who shall be obligated, on behalf of the Owners, to operate and maintain the Common Areas

(as defined in the Declaration) on the Parcels in accordance with the provisions of the Declaration.

- D. **WHEREAS**, the Owners hereby desire to amend the Declaration pursuant to this Amendment, to clarify the liability of Manager under the Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby amend the Declaration as follows:

1. Recitations; Definitions. The foregoing recitals are true and correct and are incorporated herein by this reference as though each and every recitation were set forth in the body of this Amendment. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Declaration. The definitions of the terms "Office 1 Owner", "Office 2 Owner" and "Office 3 Owner", as defined herein, are hereby incorporated in the Declaration, as modified hereby, for all purposes. The Owners each acknowledge that the definition of the term "Plat" in Section 1(ff) of the Declaration was inadvertently not completed at the time of recording of the Declaration, and hereby agree that such term is, and has at all times since the execution of the Declaration been, intended to mean the official plat of DRAPER POINTE OFFICE PARK SUBDIVISION, recorded on September 18, 2014, as Entry No. 11915614 in Book 2014P at Page 244, in the Office of the Salt Lake County Recorder, State of Utah, as the same may be modified after the date of the Declaration, and Section 1(ff) of the Declaration is hereby accordingly modified to incorporate such definition of the term "Plat".
2. Indemnification of Manager. Owners shall defend, indemnify and hold harmless Manager and its affiliates, principals, officers, directors, trustees, representative, employees and agents (each individually, the "**Indemnitee**" and collectively, the "**Indemnitees**") from and against any and all loss, liability, damage, cost and expense arising from a third-party claim (collectively a "**Claim**") including reasonable attorneys' fees, suffered or incurred by an Indemnitee arising from: performance of its obligations and services set forth in the Declaration, except to the extent such Claim is the result of Manager's (a) gross negligence, (b) willful misconduct, (c) criminal activity or (d) material breach of its obligations under the Declaration.
3. Appointment of Manager. Section 5(d)(i) of the Declaration shall be amended and restated in its entirety as follows:
 - (i) The Approving Parties shall appoint a single Person, which may be an Owner or another third party (the "Manager") who shall be obligated, on behalf of the Owners, to operate and maintain the Common Areas on the Parcels in accordance with the provisions of this Declaration. At all times while all of the Owners are Affiliated Parties (as defined below), the Manager shall be appointed by a majority of such Affiliated Parties; provided that, if at any time all of the Owners are not Affiliated Parties, then for so long as any of Office Owner 1, Office Owner 2 or Office Owner 3 is an Owner, the Manager shall be appointed thereby; provided further that, if at any time none of Office Owner 1,

Office Owner 2 or Office Owner 3 is an Owner, the Manager shall be appointed by the majority of the then current Approving Parties. If Manager is not an Owner, such Manager shall enter into a separate agreement with the Owners pursuant to which such Manager agrees to perform the obligations of Manager under this Declaration, which agreement shall be in form and substance acceptable to the Approving Parties. Such agreement may be executed by the Approving Parties and shall thereafter be binding on all Owners. As used herein, the term "Affiliated Parties" shall mean any person or entity Controlling, Controlled by, or under common Control with such party and the term "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, and "Controlling" and "Controlled" shall have meanings correlative thereto.

4. This Amendment contains the entire understanding of the parties hereto and supersedes all prior oral or written understandings relating to the subject matter set forth herein.
5. This Amendment may be executed in counterparts each of which shall be deemed an original.
6. In all respects, other than as specifically set forth herein, the Declaration shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

WITNESS, this Amendment to Declaration is executed by the following, this 18th day of June, 2019.

TREA Vista Station I LLC,
a Delaware limited liability company

By: 
Name: Timothy Goetze
Authorized Signer

TREA Vista Station II LLC,
a Delaware limited liability company

By: 
Name: Timothy Goetze
Authorized Signer

TREA Vista Station III LLC,
a Delaware limited liability company

By: 
Name: Timothy Goetze
Authorized Signer

[NOTARY PAGES FOLLOW]

Burcombe County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Timothy Goelke, Authorized Signer.
Name(s) of principal(s)

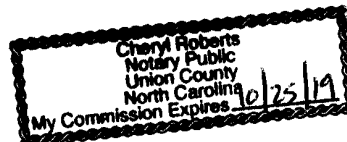
Date: 6-18-19

(Official Seal)

Cheryl Roberts
Official Signature of Notary

Cheryl Roberts, Notary Public
Notary's printed or typed name

My commission expires: _____



Buncombe County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Timothy Goetz Authorized Signer.
Name(s) of principal(s)

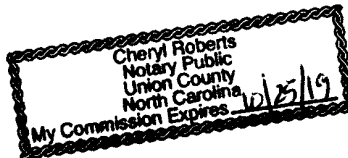
Date: 6-18-19

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Cheryl Roberts
Official Signature of Notary

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My commission expires: _____



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Official Signature of Notary

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Notary's printed or typed name

My commission expires: _____

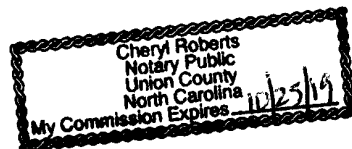


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

OFFICE 1 LAND:

Lot 1, DRAPER POINTE OFFICE PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah.

OFFICE 2 LAND:

Lot 2, DRAPER POINTE OFFICE PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah.

OFFICE 3 LAND:

Lot 3, DRAPER POINTE OFFICE PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, State of Utah.