

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE RIVER BEND INDUSTRIAL SUBDIVISION
IN THE CITY OF NORTH SALT LAKE

This First Amendment to Declaration of Covenants, Conditions, and Restrictions is made and executed as of this 12th day of May, 2010 (the "Effective Date") by River Bend Commercial Inc. hereinafter referred to as "Declarant".

RECITALS:

Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions as provided herein ("CC&Rs");

Declarant is selling to Lang Riverbend Properties, LLC, a Utah limited liability company ("LRP") and LRP is purchasing Declarant's nine lots in the River Bend Industrial Subdivision;

In connection with such sale, Declarant desires to assign its rights, powers and authorities granted to it in the CC&Rs to LRP;

LRP desires to accept such assigned rights, powers and authorities, and to assume performance and observance with the provisions of such powers and authorities;

Now, therefore, the CC&Rs are hereby amended by Declarant as follows:

1. Article 1 Amendments.

(a) Subpart (b) of Section 1.1 is hereby deleted in its entirety. A new subpart (b) of Section 1.1 is added to read as follows:

"(b) "Declarant" shall mean Lang Riverbend Properties, LLC."

(b) A new subpart (g) of Section 1.1 shall be added to read as follows:

"(g) "Project Documents" shall mean the CC&Rs, as amended."

2. Declarant does hereby irrevocably assign all of its rights, powers, and authorities conferred to it under the CC&Rs to LRP.

3. LRP does hereby accept assignment of such rights, assumes such powers and authorities, and agrees to observe and perform the same in compliance with the CC&Rs.

Tax ID. no's. 01-400-0001, 0002, 0003, 0004,
0005, 0006, 0007, 0008, 0009, 0010,
0011, 0012, 0013, 0014, 0015, 0016,
0017, 0018, 0019, 0020

4. The Declarant as of the Effective Date hereby resigns as the Declarant and relinquishes all powers and authorities conferred to it under the CC&Rs. The Declarant does hereby warrant, represent, and covenant, as applicable, to LRP as follows:

- (a) That Declarant has full and complete authority to enter into and perform obligations on its part to be performed under this First Amendment;
- (b) That Declarant has not engaged, or permitted any other person or entity to engage, in any acts or activities that are or would be in contravention with the provisions of the CC&Rs;
- (c) There are no claims or litigation pending or threatened in connection with the CC&Rs regarding the performance and observance by Declarant of the obligations thereunder to be performed by it;
- (d) Declarant agrees that it shall indemnify and hold harmless LRP and its members, employees and agents from and against any losses, expenses or liabilities incurred by or asserted against any of them as a result of, or arising from, the activities of Declarant, its directors, officers, employees, and agents in connection with the performance of its duties and responsibilities under the CC&Rs prior to the Effective Date.

5. The provisions of this Amendment shall become effective as of the Effective Date.

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto affixed by its duly authorized officer as of the 12th day of May, 2010.

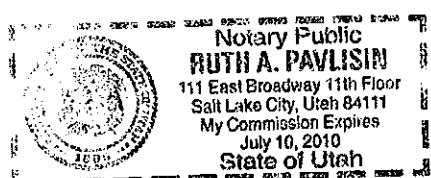
RIVER BEND COMMERCIAL INC.

By

Michael G. Carter, President

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

On the 12th day of May, 2010, personally appeared before me Michael G. Carter, who being by me duly sworn did say, that he, the said Michael G. Carter, is the President, of River Bend Commercial Inc., and that the within and foregoing instrument was signed in behalf of said Corporation having full authority to do so, and he duly acknowledged to me that said Corporation executed the same.



Ruth A. Pavlison
Notary Public

Legal Description

Lots 1 thru 20, River Bend Industrial Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Davis County, State of Utah.