

When Recorded, Return To:

HOLLEY DRIGGS  
300 S. Fourth Street, Suite 1600  
Las Vegas, Nevada 89101  
Attn: J. Douglas Driggs, Jr., Esq.

APN: 00-0021-2621

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**FIRST AMENDMENT TO DECLARATION OF DEVELOPMENT COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made this 14 day of October, 2024 (the "Effective Date"), by **JORDANELLE REF ACQUISITION LLC**, a Delaware limited liability company ("Declarant") and **JAFFA LYNCH INVESTOR GROUP LLC**, a Utah limited liability company ("Builder"). Declarant and Builder are sometimes individually or collectively hereinafter called a "Party" or the "Parties."

**RECITALS**

A. Declarant and Builder entered into that certain Declaration of Development Covenants, Conditions, and Restrictions dated June 5, 2024, and recorded as Entry No. 546184 in Book 1477, page 1638 in the Office of the Wasatch County Recorder, State of Utah ("Declaration"), pursuant to which certain Burdened Property described therein was subjected to certain covenants, conditions, and restrictions.

B. Subsequent to the recording of the Declaration, Builder has acquired additional real property from Declarant more particularly described in **Exhibit "A"** attached hereto ("**Additional Property**"), pursuant to that certain Property Purchase, Sale, and Exchange Agreement dated March 15, 2024, as the same may be amended from time to time, and a special warranty deed from Declarant to Builder recorded concurrently herewith

C. Declarant and Builder desire to include the Additional Property as part of the Burdened Property and become subject to the Declaration.

**AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Declaration shall be modified as follows

1. Burdened Property. In addition to the Burdened Property currently subject to the Declaration, the Burdened Property shall include the Additional Property.

2. Ratification. Except as modified by or where inconsistent with this Amendment, the Declaration is hereby ratified and confirmed. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Declaration. Capitalized terms used herein, but not otherwise defined, shall have the meanings attributed to such terms in the Declaration. The Declaration, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE(S) FOLLOW]

EXECUTED as of the Effective Date.

DECLARANT:

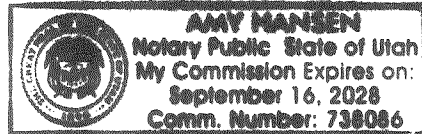
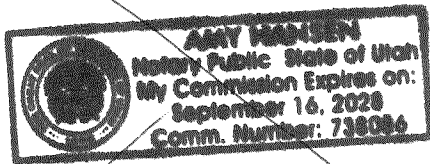
JORDANELLE REF ACQUISITION LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Cody Winterton  
Title: Authorized Agent

STATE OF Utah )  
COUNTY OF Wasatch : ss.

The foregoing instrument was acknowledged before me this 22 day of July, 2024 by Cody Winterton the Authorized Agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company, for and on behalf of said company.

[Signature]  
Notary Public  
Residing at: SLC, UT



Comm No. 738086

[Signatures and Acknowledgements Continued on the Following Page]

EXECUTED as of the Effective Date.

**BUILDER:**

**JAFFA LYNCH INVESTOR GROUP LLC,**  
a Utah limited liability company

By: *Michael Lynch*  
Name: MICHAEL LYNCH  
Its: MANAGER

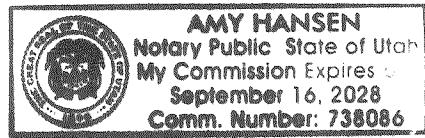
By: *[Signature]*  
Name: Scott JAFFA  
Its: MANAGER

STATE OF Utah )  
COUNTY OF Wasatch ) ss.

On this 25 day of July, 2024, before me personally appeared Michael Lynch, the Manager of Jaffa Lynch Investor Group LLC., a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof, and Scott Jaffa, the Manager of Jaffa Lynch Investor Group LLC., a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof.

*[Signature]*  
Notary Public

My Commission Expires:  
9/16/28



Comm No. 738086

## EXHIBIT "A"

ADDITIONAL PROPERTY**Parcel 2A**

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way line of the Wasatch Canal Easement, said point being South 00°41'38" East 16.25 feet along the quarter section line and West 443.79 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 61°06'03" West 176.92 feet;

thence North 14°15'44" West 794.25 feet;

thence South 89°59'23" East 65.27 feet to the Westerly line of the Wasatch Canal;

thence along said Westerly line the following fifteen (15) courses:

(1) Southeasterly 67.85 feet along the arc of a 180.84 foot radius curve to the left (center bears North 35°51'04" East and the chord bears South 64°53'49" East 67.45 feet with a central angle of 21°29'46");

(2) South 75°38'42" East 30.73 feet;

(3) Southeasterly 39.57 feet along the arc of a 35.00 foot radius curve to the right (center bears South 14°21'18" West and the chord bears South 43°15'15" East 37.50 feet with a central angle of 64°46'55");

(4) South 10°51'48" East 42.30 feet;

(5) Southeasterly 126.59 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 38°28'46" East 121.74 feet with a central angle of 55°13'57");

(6) South 66°05'45" East 60.87 feet;

(7) Southeasterly 6.83 feet along the arc of a 4.71 foot radius curve to the right (center bears South 23°54'15" West and the chord bears South 24°32'49" East 6.25 feet with a central angle of 83°05'50");

(8) South 23°01'14" West 44.46 feet;

(9) Southwesterly 108.51 feet along the arc of a 151.95 foot radius curve to the left (center bears South 62°52'46" East and the chord bears South 06°39'44" West 106.22 feet with a central angle of 40°55'00");

(10) South 13°47'46" East 50.94 feet;

(11) Southeasterly 55.24 feet along the arc of a 176.31 foot radius curve to the right (center bears South 76°12'14" West and the chord bears South 04°49'12" East 55.02 feet with a central angle of 17°57'07");

(12) South 04°09'22" West 96.14 feet;

(13) Southeasterly 48.62 feet along the arc of a 85.00 foot radius curve to the left (center bears South 85°50'38" East and the chord bears South 12°13'47" East 47.96 feet with a central angle of 32°46'18");

(14) South 28°36'56" East 35.39 feet;

(15) Southeasterly 34.94 feet along the arc of a 186.74 foot radius curve to the left (center bears North 61°23'04" East and the chord bears South 33°58'33" East 34.89 feet with a central angle of 10°43'15") to the point of beginning.

Contains 133,222 Square Feet or 3.058 Acres