

Tax Parcel Identification Number: 16-20-276-066-0000  
16-20-276-082-0000  
16-20-276-085-0000

Prepared by, and after recording  
return to:

Matthew E. Vaughan, Esquire  
Troutman Pepper Hamilton Sanders LLP  
P.O. Box 1122  
Richmond, Virginia 23218-1122

Park Avenue Apartments

**FIRST AMENDMENT TO  
MULTIFAMILY DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT  
AND FIXTURE FILING**

*Originally Dated March 31, 2023*

This FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is entered into as of this 12th day of November, 2024, by and among **CW SUGAR HOUSE, LLC**, a limited liability company organized and existing under the laws of Delaware, as grantor ("**Borrower**"), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as trustee ("**Trustee**"), for the benefit of **FANNIE MAE**, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States, as beneficiary/grantee, whose address is c/o Regions Bank, 465 N. Halstead Street, Suite 105, Pasadena, California 91107, Attention: CRE Term Lending ("**Lender**").

**RECITALS**

A. Borrower executed that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**") in favor of Regions Bank, a banking corporation organized and existing under the laws of Alabama ("**Original Lender**"), dated March 31, 2023, and recorded on that same date in the land records of Salt Lake County, Utah (the "**Land Records**") as Entry 14088252, in Deed Book 11409, Page 7515, affecting the real property

FIRST AMERICAN TITLE  
# NCS 906399L2

more particularly described on Exhibit A attached to the Deed of Trust, to secure a loan in the amount of \$43,453,000.00 (the “**Loan**”) made by Original Lender to Borrower.

B. Original Lender assigned the Deed of Trust to Lender, pursuant to that certain Assignment of Security Instrument dated March 31, 2023, and recorded on that same date in the Land Records in Deed Book 11409, page 7535.

C. After recordation of the Deed of Trust, Borrower agreed to convey to Borrower’s neighboring parcel owner a portion of the Loan’s collateral in exchange for a portion of real property owned by that neighboring parcel owner (the “**Exchange**”). The Exchange is memorialized by a plat recorded in the Land Records as Entry 1274749 in Book 2024P, page 188.

D. Borrower conveyed said portion of the Loan’s collateral to Borrower’s neighboring parcel owner pursuant to that certain Special Warranty Deed recoded in the Land Records as Entry 14298740, in Deed Book 11524, page 2613.

E. Borrower’s neighboring parcel owner conveyed to Borrower a portion of property pursuant to that Special Warranty Deed recorded in the Land Records as Entry 14298739, in Deed Book 11524, page 2608.

F. The Exchange modifies the legal description of the Loan collateral.

G. Upon finalization of the Exchange and recording of the plat depicting the Exchange, the Loan collateral shall be described as set forth in the Terms and Conditions below.

H. The parties have now come together and decided it is in their mutual best interest to amend the Deed of Trust.

I. All capitalized terms not defined herein have the meanings ascribed to them in the Deed of Trust.

NOW THEREFORE, in consideration of the above and mutual promises contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

### **TERMS AND CONDITIONS**

1. The introductory paragraph and foregoing recitals are incorporated into the terms of this Amendment.

2. The original Description of the Land set forth in the Security Instrument is hereby deleted in its entirety and replaced with the amended legal description set forth on Exhibit A attached to this Amendment.

3. Except as expressly modified herein, all of the terms, covenants and provisions of the Deed of Trust and the other Loan Documents shall remain unchanged and in full force and effect.

4. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

5. The invalidity or unenforceability of any provision of this Amendment or any other Loan Document shall not affect the validity or enforceability of any other provision of this Amendment, all of which shall remain in full force and effect. This Amendment contains the complete and entire agreement among the parties as to the matters covered, and rights granted in this Agreement. This Amendment may not be amended or modified except by written agreement signed by the parties hereto.


**[Remainder of Page Intentionally Blank; Signature Pages to Follow]**

CW SUGAR HOUSE, LLC, a Delaware limited liability company

By: Cottonwood Residential O.P., LP, a Delaware limited partnership, its Sole Member

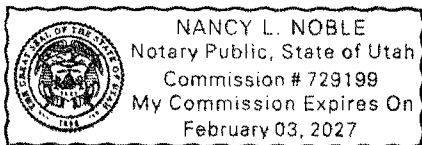
By: Cottonwood Communities GP  
Subsidiary, LLC, a Maryland limited liability company, its General Partner

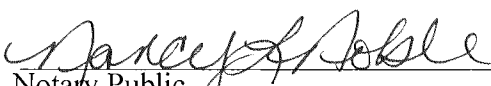
By: Cottonwood Communities, Inc., a Maryland corporation, its Sole Member

By:   
Gregg Christensen  
Chief Legal Officer

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On the 1<sup>st</sup> day of November, 2024, personally appeared before me Gregg Christensen, Chief Legal Officer of Cottonwood Communities, Inc., a Maryland corporation, the Sole Member of Cottonwood Communities GP Subsidiary, LLC, a Maryland limited liability company, the General Partner of Cottonwood Residential O.P., LP, a Delaware limited partnership, the Sole Member of CW Sugar House, LLC, a Delaware limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of said limited liability company.



  
Notary Public  
Residing at DAVIS COUNTY, UTAH

My Commission Expires: 2-3-2027

**FANNIE MAE**

By: Regions Bank, an Alabama banking corporation, its Attorney-in-Fact

By: 

Name: PAUL E. BURLEW

Title: VICE PRESIDENT

STATE OF Georgia )  
COUNTY OF DeKalb ) ss:

On the 6<sup>th</sup> day of November, 2024, personally appeared before me Paul E. Burlew, Vice President of Regions Bank, an Alabama banking corporation, the Attorney-in-Fact of Fannie Mae, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same for and on behalf of said corporation.

My Commission Expires:



Rebecca A Stewart  
Notary Public  
Residing at 1964 Brockett Road  
TUCKER, GA 30084

**EXHIBIT A**

*Legal Description*

Lot 1, Sugarhouse Center No. 4, according to the official Plat recorded as Entry No. 14274749 on August 9, 2024 in Book 2024P at Page 188 in the office of the Salt Lake County Recorder.

Parcel Nos: 16-20-276-082-0000; 16-20-276-085--0000