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Book - 10256 Pg - 7653-7658
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 6 P.

AFTER RECORDING, PLEASE RETURN TO:

Hillside Plaza Partners, LLC
Attention: Allen J. Lynch, President
1448 15th Street, Suite 100
Santa Monica, California 90404

FIRST MODIFICATION OF DECLARATIONS AND RECIPROCAL EASEMENTS

THIS FIRST MODIFICATION OF DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS ("Amendment") is made as of the 28 day of August, 2014, by and between Hillside Plaza Partners, LLC, a California limited liability company ("Hillside Plaza"), and Hillside Office Building LLC, a Delaware limited liability company ("Hillside Office"). The foregoing are collectively referred to as "Owners" and individually as "Owner."

RECITALS

- A. The Owners are parties to that certain DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS dated August 1, 1976 and recorded on August 26, 1976 as Entry No. 2849657, Book No. 4315, Page No. 174, of the Official Records of Salt Lake County, Utah (the "REA");
- B. The REA concerns that certain real property generally situated at the southeast corner of Fort Union Boulevard and South 2300 East Boulevard in the City of Cottonwood Heights, Utah, County of Salt Lake, State of Utah;
- C. Hillside Plaza is presently the owner of Parcel A, and Hillside Office is presently the Owner of Parcel B;
- D. In order to provide better understanding of the intent of Section 5, Easement for Ingress, Egress, and Parking, of the REA, and confirm specific agreements between the parties regarding certain of the specific provisions of Section 5, the Owners desire to amend Section 5 of the REA in accordance with the terms and Conditions of this Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions: Capitalized terms not otherwise defined here in shall have the respective meanings ascribed to such terms in the Declaration.
2. Restrictions: The first sentence of Section 5 of the REA currently reads as follows:

"Each of the Parcels shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular parking on, or, and across such of the Common Areas of the other parcel as are suitable for such purposes (In view of the nature of the particular Common Area concerned), as such may exist from time to time."

Section 5 of the REA is hereby amended to delete in its entirety the first full sentence of said section, and the parties agree to replace said sentence with the following sentence:

"Each of the Parcels shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular parking on, or, and across such of the Common Areas of the other parcel as are suitable for such purposes (In view of the nature of the particular Common Area concerned), as such may exist from time to time; however, it is specifically agreed that the rights of Parcel B to utilize vehicular parking on Parcel A shall be specifically defined and limited to ten (10) spaces in an area to be designated by the Owner of Parcel A reasonably proximate to the property line for Parcel B, and initially as shown on Exhibit A attached hereto."

3. Execution/Effective Date: This Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument. This Amendment shall be effective as of the date of recording in Salt Lake County, Utah.
4. Ratification/No Other Amendments: Except as specifically described herein, no other modifications to the REA are undertaken herein. The REA, as modified herein, is hereby ratified and confirmed. Except as amended herein, the REA remains in full force and effect.

EXECUTED as of the date and year first above written.


OWNERS:


PARCEL "A":

Hillside Plaza Partners, LLC
a California Limited Liability Company

PARCEL "B":

Hillside Office Building LLC
a Delaware Limited Liability Company

By: 
Its: Allen J Lynch
President of Mgr.

By: 
Its: Allen J Lynch
President of Mgr.

ACKNOWLEDGMENT

State of California
County of Los Angeles

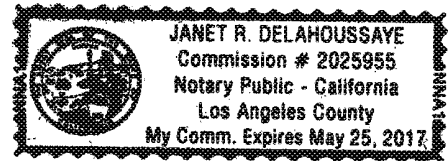
On August 28, 2014 before me, Janet R. Delahoussaye, Notary Public
(insert name and title of the officer)

personally appeared Allen J. Lynch
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet R. Delahoussaye (Seal)



ACKNOWLEDGMENT

State of California
County of Los Angeles)

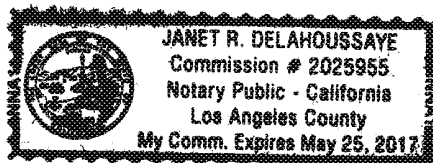
On August 28, 2014 before me, Janet R. Delahoussaye, Notary Public
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personally appeared Allen J. Lynch
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet R. Delahoussaye (Seal)



**LEGAL DESCRIPTION
EXHIBIT "A"**

PARCEL A:

Lot 1, **HILLSIDE PLAZA SUBDIVISION**, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

The following is shown for information purposes only: Tax ID Nos. 22-27-201-029, 22-27-201-030, 22-27-201-031, 22-27-201-032 and 22-27-201-033.

PARCEL B:

Beginning at a point on the South line of 7000 South Street, said point being South 0°14'40" West 40.00 feet and South 89°51'30" East 863.752 feet from the North quarter corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°51'30" East 268.25 feet, more or less, to the Westerly line of Promenade Drive; thence Southeasterly along a 15 foot radius curve to the right and said Westerly line 8.56 feet, more or less; thence continuing along said Westerly line South 0°08'30" West 102.52 feet to a 15 foot radius curve to the right (radius bears North 89°51'30" West); thence Southwesterly along the arc of said curve 22.51 feet to a point of reverse curve; thence Westerly along the arc of a 200 foot radius curve to the left 124.41 feet; thence North 39°30' West 222.049 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 22-27-201-025