

When recorded return to:  
UVSL Investors, LLC  
5200 South Highland Drive, Suite 300  
Salt Lake City, Utah 84114

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49-768-0001  
49-768-0009

ENT 137448:2019 PG 1 of 8  
Jeffery Smith  
Utah County Recorder  
2019 Dec 26 10:53 AM FEE 40.00 BY LT  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS WITH COVENANTS  
AND RESTRICTIONS AFFECTING LAND**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Amendment") is made effective as of the 20<sup>th</sup> day of December, 2019, by UVSL Investors, LLC, a Utah limited liability company ("Declarant").

**RECITALS**

A. Declarant entered into that certain Declaration of Easements with Covenants and Restrictions Affecting Land dated as of November 18, 2014, and recorded on November 20, 2014, in the records of the Utah County Recorder's Office as Entry No. 84005 (the "Declaration").

B. Declarant desires to amend the Declaration to provide for the development of the Parcels on the terms set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant hereby declares as follows:

1. **Captions; Paragraph References; Capitalized Terms.** Unless the context otherwise requires, initially capitalized terms used in this Amendment without definition shall have the same respective meanings assigned to such terms in the Declaration, and all Paragraph references used in this Amendment shall refer to the applicable Paragraph of the Declaration. The captions set forth herein are for convenience only and are not a part of this Amendment.

2. **Paragraph 1.1.** Paragraphs 1.1(a) of the Declaration is hereby deleted in its entirety and replaced by the following language:

(a) "Building Area" – shall mean the portion of a Parcel upon which a building is constructed. Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

3. **Paragraph 2.2.** Paragraph 2.2(c) of the Declaration is hereby deleted in its entirety.



4. **Paragraph 2.5.** Paragraph 2.5 of the Declaration is hereby deleted in its entirety and replaced by the following language:

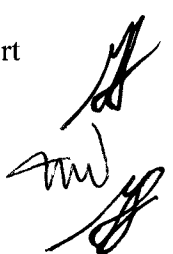
2.5 Location. The total combined Floor Area for all buildings constructed on Lot 2 shall not exceed 15,000 square feet without the prior written consent of the Owner of Lot 1, which consent may be withheld in such owner's sole discretion. It is the intent of the Declarant that the appropriate view corridors for Lot 1 be maintained across Lot 2 from 1600 West.

5. **Paragraph 2.8.** Paragraph 2.8(c) is hereby deleted in its entirety and replaced by the following language:

(c) A common project monument sign (the "Project Sign") shall be located on the area marked as "Project Sign Area" on the Site Plan and no other monument sign shall be located within 50 feet of the boundary of the Project Sign Area. The Project Sign shall be designed and constructed by the Owner of Lot 1. 55% of the signage area on the Project Sign shall be allocated to Lot 1 and 45% of the signage area of the Project Sign shall be allocated to Lot 2. The costs of constructing, maintaining, replacing and operating the Project Sign shall be borne by the owners of the Parcels according to the signage area allocated to each Parcel. Notwithstanding the foregoing, the Owner of Lot 2 shall not be required to participate in the cost of constructing, maintaining, replacing and operating the Project Sign until the Owner of Lot 2 obtains a building permit for the construction of improvements on Lot 2. Each business which advertises on the Project Sign shall be responsible for the creation and maintenance of their own sign panels. Subject to applicable zoning restrictions, additional freestanding identification signs may be erected on the Common Areas but only with the prior written approval of the Owner of Lot 1 and in no event shall any freestanding sign within the Project (except for the Project Sign, if applicable) exceed eight feet (8') in height from the ground level. Pylon signs shall not be allowed on either Parcel.

6. **Paragraph 3.1.** Paragraph 3.1 of the Declaration is hereby deleted in its entirety and replaced by the following language:

3.1 General Grant of Easements. The Declarant as the current Owner of each Parcel, as grantor, hereby grants to each other Owner, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around each respective Parcel within the Project for roadways, walkways, ingress and egress, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Project. Furthermore, the parking stalls identified on the Site Plan as "Cross Parking for Lot 1" shall be jointly used for the benefit of Lot 1 and Lot 2 as provided herein. It is agreed that such parking stalls are intended to be used by the tenants, customers, occupants, and invitees of the Owners of Lot 1 and Lot 2, however, these parking stalls are intended to generally be used for "short term parking" and in the event that vehicles are parked within these stalls for periods beyond what is generally considered to be "short

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term parking” (up to two hours) and such parking creates a problem for the Lot 2 Owner (in such Owner’s sole discretion), such Owner shall have the right to post signs reasonably limiting the time that any vehicle may be parked in any of these stalls, and shall have the right to enforce such posted restrictions by towing or other acceptable means of enforcement. In addition, the Owner of Lot 1 shall be required to equally participate in the costs of maintaining and operating these stalls which costs shall be treated as Common Maintenance Area costs.

7. **Paragraph 3.6.** Paragraph 3.6 of the Declaration is hereby deleted in its entirety and replaced by the following language.

3.6. Conversion to Common Areas. Those portions on each Parcel which are not from time to time used or cannot, under the terms of this Declaration, be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained according to the standards for the Common Areas as provided herein.

8. **Paragraph 3.7.** Paragraph 3.7 of the Declaration is hereby deleted in its entirety and replaced by the following language.

3.7. Cross Parking Easement. A Cross Parking Easement for 8 parking stalls has been established by the subdivision plat for the Project (Pheasant View, Plat B, recorded on May 15, 2014) (hereafter the “Cross Parking Easement”). The area which is subject to the Cross Parking Easement is also shown on the Site Plan as the “Cross Parking Easement Area.” The parties agree that the provisions of this Section 3.7 shall govern the use and operation of the Cross Parking Easement. It is agreed that the parking stalls in the Cross Parking Easement Area are intended to be used by the tenants, customers, occupants, and invitees of the Owners of Lot 1 and Lot 2, however, these parking stalls are intended to generally be used for “short term parking” and in the event that vehicles are parked within these stalls for periods beyond what is generally considered to be “short term parking” (30 minutes to 1 hour) and such parking creates a problem for the Lot 1 Owner (in such Owner’s sole discretion), such Owner shall have the right to post signs reasonably limiting the time that any vehicle may be parked in any of these stalls, and shall have the right to enforce such posted restrictions by towing or other acceptable means of enforcement. In addition, the Owner of Lot 2 shall be required to equally participate in the costs of maintaining and operating the Cross Parking Easement Area which costs shall be treated as Common Maintenance Area costs. Notwithstanding the foregoing, the Owner of Lot 2 shall not be required to participate in the cost of maintaining and operating the Cross Parking Easement Area until the Owner of Lot 2 obtains a building permit for the construction of improvements on Lot 2.

9. **Paragraph 4.2.** Paragraph 4.2(b) of the Declaration is hereby deleted in its entirety and replaced by the following language.

4.2 Responsibility for Maintenance. Except as is otherwise expressly set forth herein, Maintenance responsibility for all portions of the Common Areas on each parcel and each

building within the Project shall be the responsibility of the respective Owner of each building and Parcel.

However, and notwithstanding the foregoing, unless and until the Owners of Lot 1 and Lot 2 agree otherwise in writing and execute an amendment to this Declaration documenting such alternate agreement, the Common Maintenance Areas (and related facilities) located on both Lot 1 and Lot 2 shall be maintained by the Owner of Lot 1 and a maintenance easement to perform such maintenance obligations in favor of Lot 1 is hereby reserved. Until such time as the Owner of Lot 2 obtains a building permit for the construction of improvements on Lot 2, all costs of maintaining the Common Maintenance Areas shall be borne by the Owner of Lot 1. Once a building permit has been issued for any building on Lot 2, each Owner shall be responsible for maintaining and paying the cost of maintaining the Common Areas located on its respective Lot as required hereunder. Any failure of an Owner to perform its maintenance obligations as required by this Declaration shall constitute a default hereunder.

10. **Site Plan.** The Site Plan attached to the Declaration as Exhibit B is hereby deleted in its entirety and replaced by Exhibit "B" attached hereto and made a part hereof. From and after the date of this Amendment, all references to "Exhibit B" in the Declaration shall be deemed to refer to Exhibit "B" attached hereto.

11. **Conflicts.** If there is any conflict between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall control.


*[Signatures on the Following Page]*

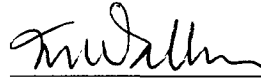
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DECLARANT:

UVSL INVESTORS, LLC, a Utah limited liability company

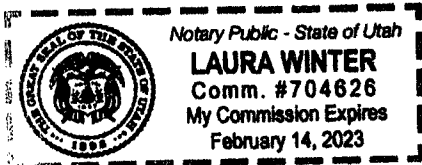
By: WW Management, LLC, Its Manager


By:   
Gregory J. Schmidt, Its Manager

By:   
Matthew N. Walker, Its Manager

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

On the 19<sup>th</sup> day of December 2019, before me personally appeared GREGORY J. SCHMIDT and MATTHEW N. WALKER, to me personally known to be the Managers of WW Management, LLC, which company is the Manager of UVSL INVESTORS, LLC, the company which executed the within instrument and which individuals are personally known to me to be the persons who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



  
Notary Public

**EXHIBIT A**  
**Legal Descriptions of Project Parcels**

The following parcels located in Mapleton City, Utah County, Utah:

LOT 1, PLAT "B", PHEASANT VIEW SUBDIVISION, A VACATION AND AMENDMENT OF LOT 28 PHEASANT VIEW PLAT A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED MAY 15, 2014 AS ENTRY NO. 32739:2014, IN THE OFFICE OF THE UTAH COUNTY RECORDER, STATE OF UTAH.

TAX PARCEL NO. 49:768:0001

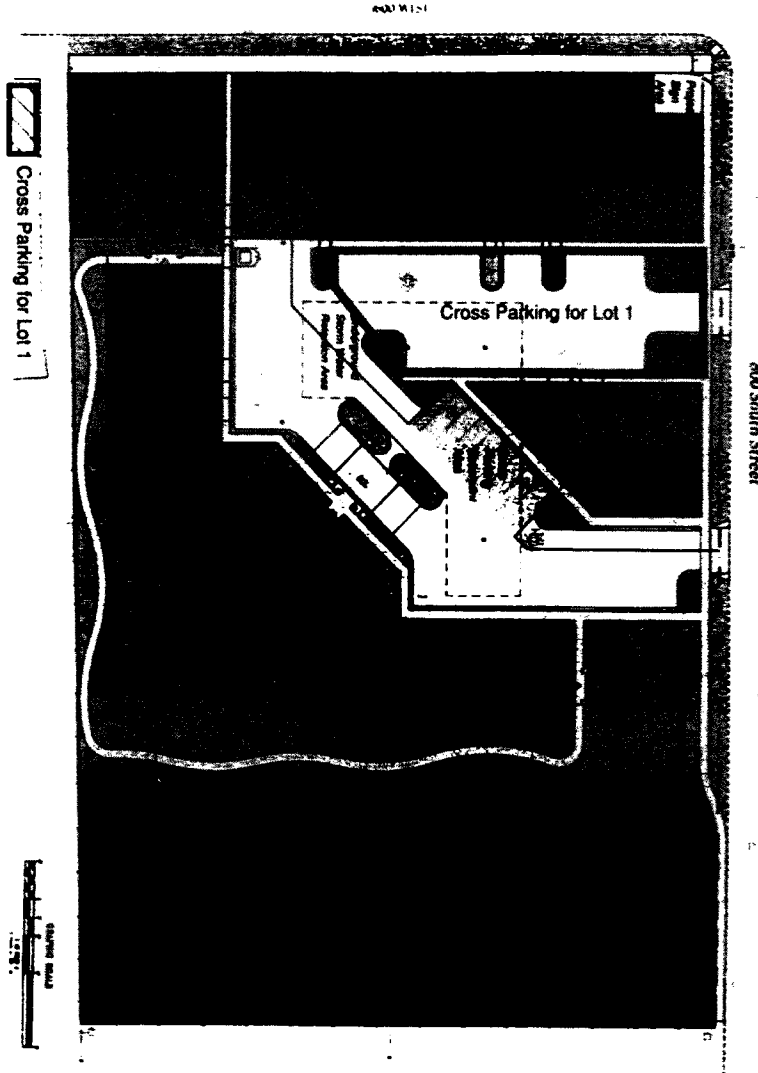
LOT 2, PLAT "B", PHEASANT VIEW SUBDIVISION, A VACATION AND AMENDMENT OF LOT 28 PHEASANT VIEW PLAT A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED MAY 15, 2014 AS ENTRY NO. 32739:2014, IN THE OFFICE OF THE UTAH COUNTY RECORDER, STATE OF UTAH.

TAX PARCEL NO. 49:768:0002

EXHIBIT "B"

SITE PLAN

SITE PLAN



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