

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
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11/26/2013 4:17:00 PM \$21.00  
Book - 10195 Pg - 5141-5144  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 4 P.

NCS-636501  
14-25-101-002

AMENDMENT TO  
GRANT OF EASEMENTS AND  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

**THIS AMENDMENT TO GRANT OF EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "**Amendment**") is made by **AMSOURCE Highbury, LLC**, a Utah limited liability company ("**Declarant**"), who hereby amends as follows that certain Grant of Easements and Declaration of Covenants, Conditions and Restrictions executed by Declarant as of "October \_\_, 2006" and recorded in the Salt Lake County, Utah Official Records as Entry No. 9876676 in Book 9365 beginning at Page 6981, as the same may have been previously amended (the "**Declaration**"), regarding the real property legally described as follows (the "**Property**"):

Lots 5a, 5b, 5c, 5d, 5e and 5f, Highbury Shoppes Subdivision amending Lot 5 of Highbury Commons at Lake Park to create Lots 5a, 5b, 5c, 5d, 5e and 5f, according to the Official Plat thereof recorded October 16, 2006 as Entry No. 9876677 in Book 9365 of Plats at Page 7006 in the Office of the Salt Lake County Recorder.

1. Capitalized terms used but not defined herein shall be defined as set forth in the Declaration.
2. Section 2.1.3 of the Declaration is hereby amended to provide as follows:

2.1.3 **Parking.** All Owners other than the Owners of Lots 5a and 5f of the Property shall maintain on each of their Lots, at all times, the greater of (a) the number of parking spaces required by applicable code, and (b) five (5) parking spaces for each one thousand (1,000) square feet of Floor Area. The Owners of said Lots 5a and 5f shall only be required to maintain on such Lots such amount of parking as, when combined with the exercise of their parking easement rights under Section 3.1 hereof (excluding any right to use any parking areas located on Lot 5b of the Property), allows such Lot to comply with the minimum parking requirements of applicable code. The size of the parking spaces must satisfy the requirements of the City.

3. Without limiting the general application of Section 3 of the Declaration, an easement as set forth in Section 3.3 of the Declaration for the placement, location and maintenance of Center

Monument or Pylon Signs is hereby created in, under, over and through the portion of Lot 5b of the Property which is circled and labeled "PROPOSED SIGN" on **Exhibit A** attached hereto.

4. Section 5.6 of the Declaration is hereby amended by adding a new paragraph "c" at the end thereof, as follows:

c. **Lien Rights.** The Common Facilities Charges assessable against each Lot, together with interest thereon and costs of collection thereof (including reasonable attorneys' fees), shall be charges and continuing liens upon such Lot, binding upon the owner thereof and all successors in title thereto ("**Lien(s)**"). In the event that any such charges are not paid when due, Declarant may record with the Salt Lake County Recorder a notice thereof and the Lien shall thereupon arise and be perfected and may be enforced by a proceeding to foreclose the same in like manner as a mortgage of real property or by any other remedy available at law or in equity. The Lien shall continue in full force until such sum of money, and any accrued interest thereon and costs, fees and expenses of collection, shall have been paid in full. The Lien shall be subordinate to the lien of any third-party first mortgage or deed of trust upon such Lot (except to the extent provided below), provided that Declarant receives written notice of such mortgage or deed of trust. Sale or transfer of any such Lot shall not affect the Lien; provided that after the period of redemption, if any, has expired after the sale or transfer of any such Lot pursuant to a foreclosure of any said first deed of trust or mortgage, the Lien shall be extinguished (but not the obligation to pay the same) as to payments which became due prior to such foreclosure sale. No sale or transfer shall relieve the Lot Owner (including, without limitation, any mortgagee in possession) from liability for any payments of charges thereafter becoming due or from the Lien thereof. The obligation to pay all charges owed shall survive the expiration or earlier termination of this document. All charges, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligations of the record Owners of Lots at the time when such charges related thereto first became due.

5. The word "entile" as it appears in Section 11.8 of the Declaration is hereby replaced by the word "entitle."

6. Except as so amended, the Declaration shall remain as presently constituted.

**EXECUTED** as of the day of acknowledgement appearing below.

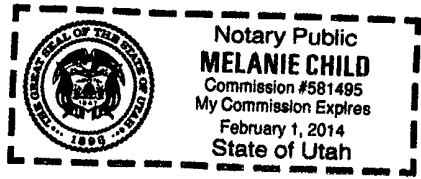
**AMSOURCE HIGHBURY, LLC,**  
a Utah limited liability company, by  
its Manager, Amsource Development  
Inc., a Utah corporation

By: David R. Gaskill  
David R. Gaskill/its President

STATE OF UTAH )  
 )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me on November 26, 2013 by David R. Gaskill, in the capacity indicated.

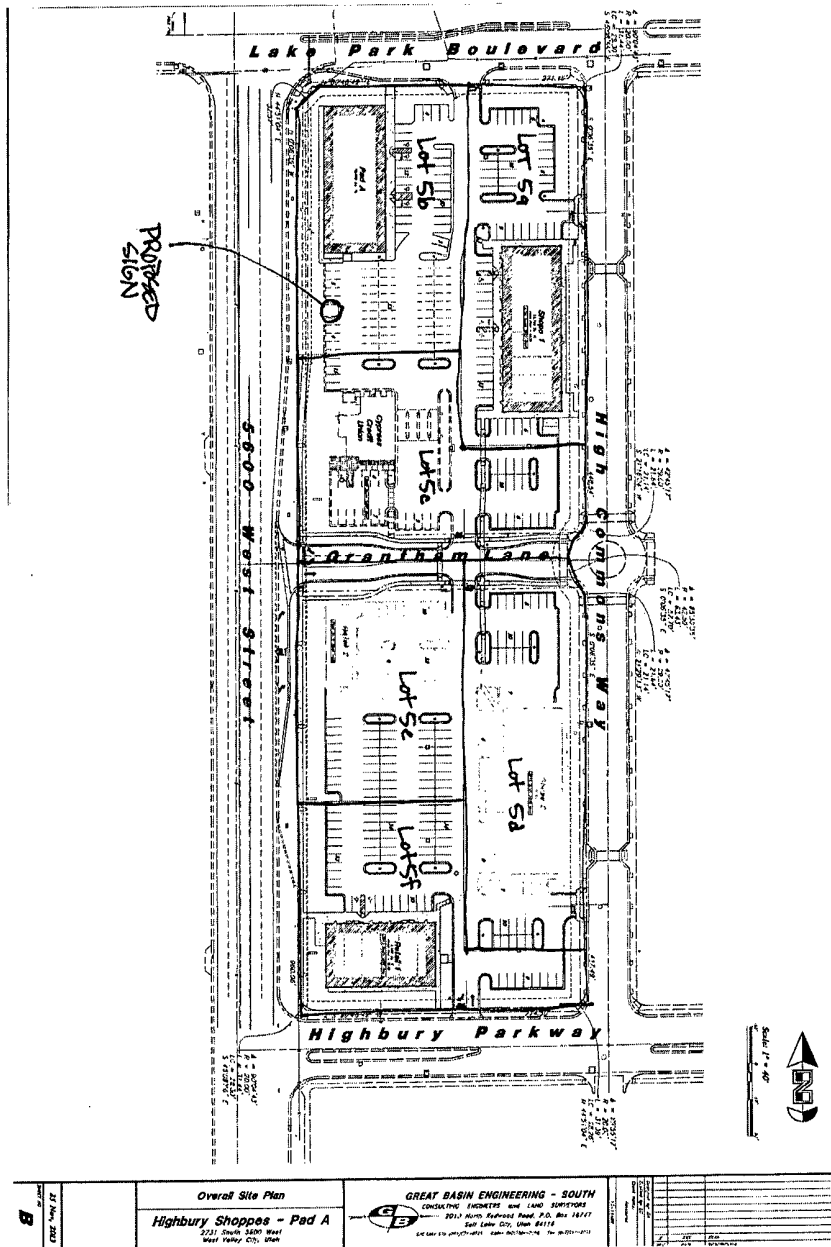
Notary Public: Melanie Child



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# EXHIBIT A



*Handwritten signature/initials*

*Handwritten signature/initials*