

AFTER RECORDING, PLEASE MAIL TO:

BB NAC Apartments, LLC
537 West 600 South Suite 400
Salt Lake City, UT 84101

14024724 B: 11376 P: 9815 Total Pages: 7
10/03/2022 04:17 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: RAY QUINNEY & NEBEKER, P.C.
36 S STATE STREETSALT LAKE CITY, UT 84111

Affects Tax Parcel Nos. 15-01-451-013;
15-01- 378-027; 15-01-378-028; 15-01-378-029
15-01- 378-030; 15-01- 378-031

(Space above for Recorder's use only)

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE POST DISTRICT**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POST DISTRICT (this "*First Amendment*") is made and entered into as of the 3rd day of October, 2022 (the "*Effective Date*"), by BB NAC Apartments, LLC, a Delaware limited liability company ("*Declarant*").

RECITALS

A. A Declaration of Covenants, Conditions, and Restrictions for The Post District was recorded on May 26, 2020, in Pages 5537-5580 of Book 10949 in the office of Salt Lake County Recorder (the "*Declaration*"), against that certain property more particularly described in Exhibit A attached hereto and incorporated herein. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Declaration.

B. Pursuant to Section 14.03 of the Declaration, Owners of the Sites owning ninety percent (90%) or greater of the Building Square Footage of all of the Sites may amend any provision of this Declaration at any time. Declarant and BLOQ NAC, LLC, a Delaware limited liability company ("*Other Owner*"), which authorize this First Amendment, satisfy this requirement.

C. Declarant desires to amend the Declaration to update parking restrictions in the Common Parking Areas subject to the terms set forth below.

AMENDMENT

NOW, THEREFORE, Declarant, acting pursuant to authority set forth in Section 14.03 of the Declaration, hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are incorporated into this First Amendment by this reference.

2. Parking. Section 8.04 of the Declaration is hereby amended by adding the following as a new subsection (c):

(c) Notwithstanding the above subsections (a) and (b) of this Section 8.04, Common Parking Areas may also include a portion of areas that are reserved for a

particular tenant's use (such as for reserved parking) and maintained either by the Managing Owner or by the Owner of the Common Parking Areas for administrative convenience and efficiency (as mutually agreed by such Owners). Furthermore, access to the portion of the northern Common Parking Areas labeled "Commercial Site" on Exhibit B to the Declaration shall be made available for and accommodate the exclusive use during customary business hours of the occupant of the adjoining building and its employees, customers and other invitees, and in connection therewith, may be controlled during customary business hours through a method that is reasonably determined by the Owner of such Common Parking Areas (and approved by Managing Owner, such approval to not be unreasonably held) to ensure the tenant has exclusive access to the parking stalls during business hours (e.g., controlled access gates, parking passes, etc.)

3. Conflict. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same and continue in full force and effect. This First Amendment shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to, and shall be deemed to, run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Lots within the Property.

[Signature page follows]

IN WITNESS WHEREOF, Declarant, acting pursuant to authority granted under the Declaration, has executed this First Amendment as of the date first set forth above.

DECLARANT:


BB NAC APARTMENTS, LLC, a Delaware limited liability company

By: Bridge BLOQ Qualified Opportunity Zone Business, LLC, a Delaware limited liability company, its Member

By: BLOQ Opportunity Zone Fund I, LLC, a Delaware limited liability company, its Operating Member

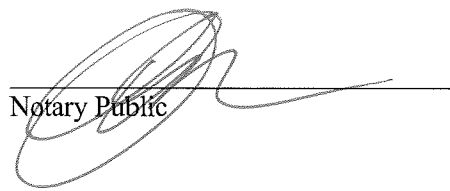
By: BLOQ Development Partners, LLC, a Delaware limited liability company, its Manager

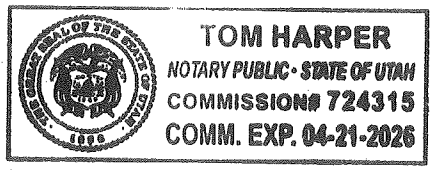
By: BCG BLOQ Management, LLC, a Utah limited liability company, its Manager

By: 
Name: Brandon Blaser
Title: Manager

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

On this 30th day of September, 2022, the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Post District was acknowledged before me by Brandon Blaser, in his capacity as Manager of BCG BLOQ Management, LLC, in its capacity as Manager of BLOQ Development Partners, LLC, in its capacity as Manager of BLOQ Opportunity Zone Fund I, LLC, in its capacity as Operating Member of Bridge BLOQ Qualified Opportunity Zone Business, LLC, in its capacity as the sole member of BB NAC Apartments, LLC, a Delaware limited liability company, on behalf of such company.


Notary Public



CONSENT TO FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE POST DISTRICT

The undersigned, Wells Fargo Bank, National Association, a national banking association, as "Beneficiary" under that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 20, 2020, executed by BB NAC Apartments, LLC, a Delaware limited liability company, as "Trustor," which was recorded against the Parking Structure Lot (as defined above) on May 26, 2020 as Entry No.13280400, at Book 10949, Pages 7242 *et seq.* of the Official Records of the Salt Lake County, Utah Recorder's Office (the "Trust Deed"), does hereby consent to, and join in the execution and recording of the First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Post District ("Amendment") to which this Consent is attached. The Beneficiary agrees that any foreclosure of the lien created by such Trust Deed shall not impair or affect the foregoing Amendment.

DATED this 3rd day of August, 2022.

WELLS FARGO BANK, National Association, a
national banking association

By: [Signature]
Name: Kristin Mitter
Title: Director

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of WELLS FARGO BANK, National Association, a national banking association.

NOTARY PUBLIC

All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

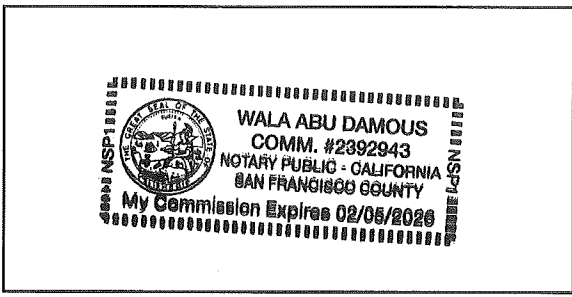
State of California

County of San Francisco

On 8.03.2022 before me, Wala Abu Damous / Notary Public (here insert name and title of the officer),

personally appeared Kristin Miller

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.



Notary Seal

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 [Handwritten Signature]

For Bank Purposes Only

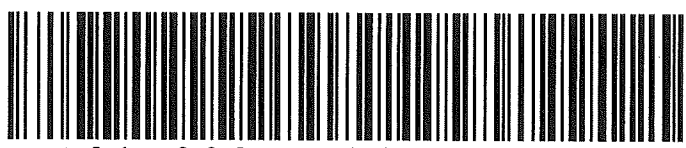
Description of Attached Document

Type or Title of Document Consent to First Amendment to the Declaration of covenants, conditions, and Restrictions in the past.

Document Date 8.03.2022 Number of Pages 8

Signer(s) Other Than Named Above N/A

Account Number (if applicable) N/A



F001-000DSG5350CA-01

EXHIBIT A

PARCEL 1

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 89°59'18" WEST ALONG THE SOUTH LINE OF SAID BLOCK 30 A DISTANCE OF 331.28 FEET; THENCE NORTH 660.42 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 30; THENCE NORTH 89°58'14" EAST ALONG SAID NORTH LINE 331.37 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 30; THENCE SOUTH 00°00'30" WEST ALONG THE EAST OF SAID BLOCK 30 A DISTANCE OF 660.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 218,829 SQ. FT. 5.024 ACRES

PARCEL 2

BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°59'18" WEST ALONG THE SOUTH LINE OF SAID BLOCK 30 A DISTANCE OF 660.13 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 30 AND NORTH 0°00'59" WEST ALONG THE WEST LINE OF SAID BLOCK 30 A DISTANCE OF 247.62 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 30, AND RUNNING THENCE NORTH 0°00'59" WEST ALONG SAID WEST LINE 412.69 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 30; THENCE NORTH 89°58'14" EAST ALONG THE NORTH LINE OF SAID BLOCK 30 A DISTANCE OF 329.06 FEET; THENCE SOUTH 412.70 FEET; THENCE SOUTH 89°58'20" WEST 328.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 135,777 SQ.FT. OR 3.117 ACRES

PARCEL 3

BEGINNING AT A POINT SOUTH 89°59'18" WEST ALONG THE SOUTH LINE OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY, A DISTANCE OF 331.26 FEET AND NORTH 125.10 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 30, AND RUNNING THENCE SOUTH 89°58'57" WEST 171.28 FEET, THENCE NORTH 122.59 FEET, THENCE NORTH 89°58'20" EAST 171.28 FEET; THENCE SOUTH 122.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 20,999 SQ. FT. OR 0.482 ACRES

PARCEL 4

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°59'18" WEST ALONG SAID SOUTH LINE 331.28 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 30, AND RUNNING THENCE SOUTH 89°59'18" WEST ALONG SAID SOUTH LINE 147.18 FEET; THENCE NORTH 0°00'51" WEST 125.08 FEET; THENCE NORTH 89°58'57" EAST 147.21 FEET; THENCE SOUTH 125.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 18,412 SQ. FT. OR 0.423 ACRES

PARCEL 5

BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°59'18" WEST ALONG THE SOUTH LINE OF SAID BLOCK 30 A DISTANCE OF 660.13 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 30 AND NORTH 0°00'59" WEST ALONG THE WEST LINE OF SAID BLOCK 30 A DISTANCE OF 125.06 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 30, AND RUNNING THENCE NORTH 0°00'59" WEST ALONG SAID WEST LINE 122.56 FEET; THENCE NORTH 89°58'20" EAST 157.66 FEET; THENCE SOUTH 122.59 FEET; THENCE SOUTH 89°58'57" WEST 157.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 19,324 SQ. FT. OR 0.444 ACRES

PARCEL 6

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 30, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 89°59'18" EAST ALONG SAID SOUTH LINE 55.03 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 30, AND RUNNING THENCE NORTH 00°00'51" WEST 115.06 FEET; THENCE NORTH 89°58'58" EAST 75.00 FEET; THENCE NORTH 00°00'51" WEST 10.01 FEET; THENCE NORTH 89°58'57" EAST 51.66 FEET; THENCE SOUTH 00°00'51" EAST 125.08 FEET; THENCE SOUTH 89°59'18" WEST 126.66 FEET TO THE POINT OF BEGINNING.

CONTAINS 15,092 SQ. FT. OR 0.346 ACRES
