

**WHEN RECORDED, RETURN TO:**

SNELL & WILMER L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attn: Wade Budge

**14055778 B: 11392 P: 4883 Total Pages: 13**  
**12/22/2022 12:18 PM By: aallen Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA  
215 S STATE ST STE 380SALT LAKE CITY, UT 841112371

APN(s): 22-29-202-064-0000  
22-29-202-065-0000  
22-29-202-071-4001  
22-29-202-071-4002  
22-29-228-014-0000  
22-29-228-015-0000  
22-29-202-070-0000  
22-29-228-016-0000

**FIRST AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF  
THE UNION WOODS OFFICE PARK**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE UNION WOODS OFFICE PARK ("**Amendment**") is made and entered into as of the 22nd day of December, 2022 by and among UW APARTMENTS LLC, a Delaware limited liability company ("**UW**"); FORT UNION SHOPPING CENTER, LLC, a Delaware limited liability company ("**FUSC**"); GRIFFIN SL SOUTH UNION PARK 7090 PROPERTY, LLC, a Delaware limited liability company ("**Griffin**"); TANKLAGE FAMILY LIMITED PARTNERSHIP II, a California limited partnership ("**Lot 20 Owner**"); and CYPRUS CREDIT UNION, INC., a Utah corporation ("**Lot 22 Owner**"). UW, FUSC, Griffin, Lot 20 Owner and Lot 22 Owner are collectively referred to herein as the "**Parties**".

**RECITALS**

A. Union Woods Associates, Ltd., a Colorado limited partnership, as Declarant, executed that certain Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park recorded on October 20, 1986 as Entry No. 4334320 in Book 5829 at Page 1686, with the Salt Lake County Recorder (the "**Declaration**"), affecting certain real property more particularly described on Exhibit A attached thereto (the "**Entire Tract**");

B. As set forth in the Declaration, the Entire Tract consisted of two contiguous parcels of real property described more particularly on Exhibits A-1 and A-2 attached thereto, and defined therein as the "Improved Parcel" and the "Land", respectively;

C. The Improved Parcel was made subject to the terms of that certain Supplemental Declaration to the Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park as to the Improved Parcel recorded on February 11, 2019 as Entry No 12931958 in Book 10751 at Page 7546 with the Salt Lake County Recorder;

D. The Improved Parcel was subdivided into two Parcels by that certain Union Woods Subdivision No. 3 Official Plat recorded June 8, 2017 as Entry No. 12551789 in Book 2017P at Page 135 with the Salt Lake County Recorder;

E. UW and Griffin are the current respective Owners of the two Parcels comprising the Improved Parcel, each more particularly described as the “**UW Parcel**” and the “**Griffin Parcel**” on Exhibit A-1 attached hereto;

F. The Land, with other real property, was subdivided into multiple lots by that certain Fort Union Commercial Subdivision Official Plat recorded September 1, 2020 as Entry No. 13381491 in Book 2020P at Page 215 with the Salt Lake County Recorder;

G. FUSC, Lot 20 Owner, and Lot 22 Owner (collectively, the “**Land Owners**”) are the current Owners of the land described as the “**FUSC Lots**”, “**Lot 20**” and “**Lot 22**” on Exhibit A-2 attached hereto which land includes all of the land that comprises the Land, and which lots have been developed with commercial structures including retail space and restaurants;

H. As of the Effective Date of this Amendment, UW, Griffin, and the Land Owners are collectively the Owners of the Parcels according to the Declaration that comprise the Entire Tract; and

I. Pursuant to Section 16.1 of the Declaration, the Parties desire to amend the Declaration as set forth herein.

#### AMENDMENT

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is and shall be amended as follows:

1. Incorporation; Interpretation. The Recitals above shall form a substantive part of this Amendment. The terms of the Declaration are hereby incorporated into this Amendment, except as revised below. The Declaration, as amended herein, shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Declaration.

2. Use of Entire Tract; Multifamily An Allowed Use. The Declaration is hereby amended, including, without limitation, Sections 1.1 and 2 of the Declaration, to expressly allow multifamily residential housing as a permitted use, and is hereby identified as an allowed use within the Entire Tract.

3. No Cross-Parking As Between Land and Improved Parcel. Sections 7.2 and 7.3 of the Declaration are hereby amended so that no Owner, user, guest or invitee of land within the Land shall have the right to park on the Improved Parcel and no Owner, user, tenant, guest or invitee of land within the Improved Parcel (including owners of the UW Parcel or the Griffin Parcel) shall have the right to park on the Land. Consistent with the preceding sentence, no Owner of the UW Parcel or the Griffin Parcel may designate parking on the Land, and no Owner of any of the Land may designate parking on the Improved Parcel. The foregoing amendment relative to parking does not eliminate or impair existing access rights (as opposed to parking rights) described in the Declaration, including but not limited to emergency access. All Parties acknowledge and agree that nothing in this Amendment will prohibit or prevent any Owner from constructing a parking structure on its own parcel for that Owner’s use. Additionally, this Amendment shall in no way affect or impact that certain Declaration of Easements, recorded with the Salt Lake County Recorder on August 28, 1984 as Entry No. 3986120 in Book 5585 at Page 2096, as amended by that certain First Amendment to Declaration of Easements

recorded with the Salt Lake County Recorder on December 22, 1986 as Entry No. 4371115 in Book 5855 at Page 2101 of Official Records, and that certain Second Amendment to Declaration of Easements recorded with the Salt Lake County Recorder on June 12, 1995 as Entry No. 6099514 in Book 7167 at Page 2071 of Official Records.

4. Maintenance. Notwithstanding any provision in Section 11 of the Declaration to the contrary, no Owner within the Improved Parcel may assess maintenance costs on an Owner within the Land, and no Owner within the Land may assess a maintenance cost on an Owner of the Improved Parcel, including, but not limited to, upkeep and maintenance costs for access routes and/or easements located on the property of such Owner.

5. Nuisance. Tenant Leases of any residential property on the Entire Tract shall include a clause as follows: Resident hereby acknowledges that living in a multi-story or multi-family building and/or living in close proximity to commercial property entails living very close to other persons, restaurants, and businesses, with attendant limitations, including on solitude and privacy. Walls, floors, and ceilings have been designed to meet applicable building codes. However, Resident may hear noise from items such as commercial activities from commercial properties adjacent to the UW Project, or people running, walking, exercising, and socializing. Resident hereby releases Landlord and adjacent commercial property owners and their tenants from any and all claims arising from or relating to the presence of noise, light, smoke and/or odors (including from food preparation at restaurants near the property) in and about the UW Project. Resident acknowledges and agrees that sound transmission in a multi-story or multi-family building is very difficult to control and that noise from adjacent commercial properties can often be heard. Landlord makes no representation or warranty as to the level of sound transmission between the Unit and adjacent commercial properties, and Resident waives and expressly releases any such warranty and claims for loss or damages resulting from sound transmission. Any Owner using their property for residential use provides the same foregoing acknowledgment and release in favor of the other Owners. In the event that any residential unit is sold as a condominium unit, townhome, or otherwise, the foregoing acknowledgment and release shall apply to each such residential unit which is sold.

6. Remaining Provisions. Except as amended or modified by this Amendment, the Declaration shall remain in full force and effect.

7. Due Authority. Each signatory below represents that it has all requisite power and authority to execute and deliver this Amendment.

*[Signature Pages Follow]*

IN WITNESS WHEREOF the parties have executed this Amendment as of the date set forth above.

UW:

UW APARTMENTS LLC,  
a Delaware limited liability company

*EC* Name: \_\_\_\_\_  
By: Dusty Harris  
Its: Senior Managing Director

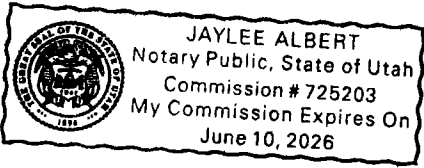
STATE OF Utah )  
) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 13 day of December, 2022, by Dusty Harris, the SMD of UW APARTMENTS LLC, a Delaware limited liability company, on behalf of said company.

Jaylee Albert  
Notary Public

[Seal]

*[Signatures Continue on Next Page]*



*Signature Page to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

**FUSC:**

FORT UNION SHOPPING CENTER, LLC,  
a Delaware limited liability company

Name: Kent Mouton  
By: Kent Mouton  
Its: JR

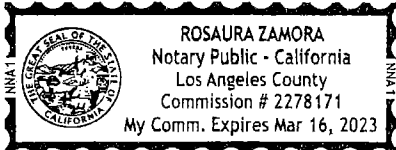
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
) ss.  
COUNTY OF LOS ANGELES )

On December 16, 2022 before me, ROSaura ZAMORA, NOTARY PUBLIC, personally appeared KENT MOUTON 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 *Rosaura Zamora*  
(Seal)

*[Signatures Continue on Next Page]*

*Signature Page to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

**GRIFFIN:**

GRIFFIN SL SOUTH UNION PARK 7090 PROPERTY, LLC,  
a Delaware limited liability company

Name: [Signature]  
By: EDWARD GRIFFIN  
Its: Vice President

STATE OF Texas )  
COUNTY OF Harris ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2022, by Edward Griffin, the Vice President of GRIFFIN SL SOUTH UNION PARK 7090 PROPERTY, LLC, a Delaware limited liability company, on behalf of said company.



[Seal]

Laura Magallanes  
Notary Public

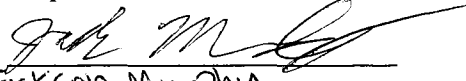
*[Signatures Continue on Next Page]*

*Signature Page to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

**LOT 20 OWNER:**


**TANKLAGE FAMILY LIMITED PARTNERSHIP II,**  
a California limited partnership

By: Tanklage Properties, Inc.,  
a California corporation,  
its general partner

Name:   
By: Jackson Murphy  
Its: President

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said company.

  
Notary Public

[Seal]

*[Signatures Continue on Next Page]*

*Signature Page to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

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 Mateo

On December 5, 2022 before me, Susan Amirsehhi, Notary Public,  
(here insert name and title of the officer)

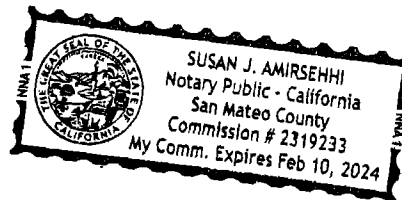
personally appeared: Jackson Murphy  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Susan Amirsehhi  
Signature

(Seal)





**LOT 22 OWNER:**

CYPRUS CREDIT UNION, INC.,  
a Utah corporation

Name: Adam Buddy Bennett  
By: *[Signature]*  
Its: COO

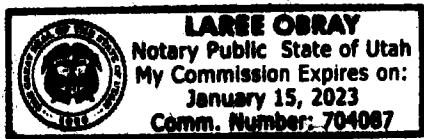
STATE OF Utah )  
                                  ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 5 day of December, 2022, by Adam Buddy Bennett the COO of Cyprus Federal Credit Union a company, on behalf of said company.

*[Signature]*  
Notary Public

[Seal]

*[Signatures Continue on Next Page]*



*Signature Page to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

MORTGAGEE CONSENT  
[FUSC]

The undersigned is the Administrative Agent for the owners and holders of the indebtedness secured by, and the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing encumbering the property, or a portion thereof, described in the attached Exhibit A-2, and recorded on February 13, 2018, in the official records of Salt Lake County, Utah as Entry No. 12716195 (the "Deed of Trust"), and pursuant to Section 16.1 of the Declaration, hereby consents to the foregoing First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of The Union Woods Office Park and to the recording of the same; and further agrees to subordinate the Deed of Trust and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the Declaration and the Amendment, and acknowledges that the easements, rights and obligations set forth in the Declaration and the Amendment are superior to the Deed of Trust.

CIT BANK, N.A.

Name: [Signature]  
By: MICHAEL PEDONE  
Its: MANAGING DIRECTOR

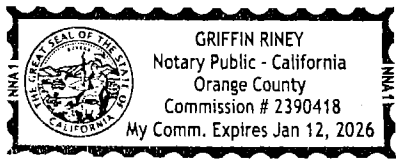
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF Orange ~~LOS ANGELES~~    )

On December 8<sup>th</sup>, 2022 before me, Griffin Riney, Notary Public personally appeared Michael A. Pedone 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 [Signature]  
(Seal)

*Mortgagee Consent to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

MORTGAGEE CONSENT  
[Griffin]

The undersigned is the owner and holder of the indebtedness secured by, and the beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement encumbering the property, or a portion thereof, described in the attached Exhibit A-1, and recorded on June 11, 2019, in the official records of Salt Lake County, Utah as Entry No. 13006673 (the "Deed of Trust"), and pursuant to Section 16.1 of the Declaration, hereby consents to the foregoing First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of The Union Woods Office Park and to the recording of the same; and further agrees to subordinate the Deed of Trust and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the Declaration and the Amendment, and acknowledges that the easements, rights and obligations set forth in the Declaration and the Amendment are superior to the Deed of Trust.

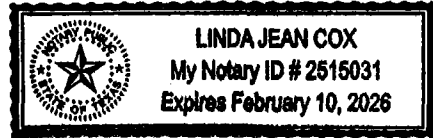
EAST WEST BANK,  
a California state bank  
Name: *Timothy Montan*  
By: *Timothy Montan*  
Its: *Senior Vice President*

STATE OF *Texas* )  
  ) ss.  
COUNTY OF *Dallas* )

The foregoing instrument was acknowledged before me this *14<sup>th</sup>* day of *December*, 2022, by *Timothy Montan*, the *SVP* of EAST WEST BANK.

*Linda Jean Cox*  
Notary Public

[Seal]



*Mortgagee Consent to  
First Amendment to  
The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

**EXHIBIT A-1**

**IMPROVED PARCEL**

Real property in the County of Salt Lake, State of UT, described as follows:

**UW PARCEL**

LOT 2, UNION WOODS SUBDIVISION NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JUNE 08, 2017, AS ENTRY NO. 12551789 IN BOOK 2017P AT PAGE 135 OF OFFICIAL RECORDS.

**GRIFFIN PARCEL**

LOT 1, UNION WOODS SUBDIVISION NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JUNE 08, 2017, AS ENTRY NO. 12551789 IN BOOK 2017P AT PAGE 135 OF OFFICIAL RECORDS.

*Exhibit A-1 to  
First Amendment to*

*The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

4844-2394-5331

**EXHIBIT A-2**

**LAND**

Real property in the County of Salt Lake, State of UT, described as follows:

**FUSC LOTS:**

LOTS 18, 19 AND 21, FORT UNION COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH.

**LOT 20:**

LOT 20, FORT UNION COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH.

**LOT 22:**

LOT 22, FORT UNION COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH.

*Exhibit A-2 to  
First Amendment to*

*The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park*

4844-2394-5331