

WHEN RECORDED RETURN TO:

EM Commercial Development, LLC
1754 E Cedar Trails Way
Eagle Mountain, Utah 84005

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
OF
MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER (this "Second Amendment") is made and entered into as of *March 22*, 2023 by **EM COMMERCIAL DEVELOPMENT, LLC**, a Utah limited liability company ("**Declarant**"), and joined by **MONTE VISTA RANCH, L.C.**, a Utah limited liability company ("**Master Declarant**"), **MOUNTAIN AMERICA FEDERAL CREDIT UNION**, a Utah non-profit corporation, ("**MACU**") and **AMERICA FIRST FEDERAL CREDIT UNION**, a federally chartered credit union ("**AFCU**").

RECITALS

A. On October 29, 2009, Master Declarant caused to be recorded that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, as Entry No. 113261:2009 in the official records of the office of the Utah County Recorder, State of Utah (the "**Recorder's Office**") as amended by that certain Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder's Office on December 13, 2010, Entry No. 108314:2010, and as further amended by that certain Second Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder's Office on May 25, 2018, Entry No. 49096:2018, and as further amended by that certain Third Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder's Office on June 14, 2019, Entry No. 54420:2019, and as further amended by that certain Fourth Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder's Office on September 17, 2019, Entry No. 92248:2019, as further amended by that certain Fifth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder's Office on November 8, 2019, as Entry No. 117084:2019; as further amended by that certain

Sixth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder's Office on July 30, 2021, as Entry No. 133535:2021, as further amended by that certain Seventh Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder's Office on August 23, 2021, as Entry No. 146829:2021, as further amended by that certain Eighth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder's Office on December 17, 2021, as Entry No. 209239:2021 ("**Master Declaration**").

B. The Master Declaration anticipated the formation of various Districts (as defined in the Master Declaration) within the Properties (as defined in the Master Declaration) as part of developing the Properties as an integrated master planned community of residential, commercial, mixed use, and industrial uses.

C. As the Declarant desired to designate the Shopping Center Land (as defined in the Declaration) as a separately denominated commercial District to the Master Declaration, and to establish certain covenants, conditions, restrictions and easements to such District, and Master Declarant consenting, the Declarant and the Master Declarant caused to be recorded in the Recorder's Office that certain Declaration of Covenants, Conditions, Restrictions and Easements of Marketplace at Eagle Mountain Town Center, dated July 19, 2021 and recorded July 27, 2021 as Entry No. 130929:2021, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Marketplace at Eagle Mountain Town Center dated November 10, 2021 and recorded with the Recorder's Office on December 2, 2021, as Entry No. 200925:2021, and as further amended by any recorded supplemental declarations (the "**Declaration**").

D. The Declaration encumbers that certain real property located in Utah County, Utah, more particularly described therein, and described on **Exhibit A**, attached hereto (the "**Shopping Center Land**").

E. Capitalized terms which are not otherwise defined in this Second Amendment shall have the same meanings given to them in the Declaration.

F. Being in the Declarant Control Period (as such is defined in the Declaration), Declarant has the right to modify or amend the Declaration at any time, as long as such modification does not materially and adversely impact the Grocery Store Owner, the Grocery Store Lot or the Grocery Store Lot Building.

G. The Declarant now desires to amend the Declaration as provided herein.

NOW, THEREFORE, Declarant hereby modifies the Declaration as follows:

1. The real property owned by MACU is legally described on **Exhibit B** attached hereto (the "**MACU Parcel**").

2. The Shopping Center Land is hereby expanded to include and annex the MACU Parcel as Pad M as a part thereof (and Schedule "B" to the Declaration is hereby amended accordingly), and MACU hereby submits the MACU Parcel to the Declaration and all provisions thereof, agreeing to be bound and benefitted in all respects thereby, with MACU also becoming an Owner under the Declaration and a Member of the Association with all of the rights, privileges, responsibilities and obligations attendant thereto.

3. Notwithstanding the foregoing, the owner of the MACU Parcel (the "MACU Parcel Owner") shall maintain the same, including all buildings and other improvements thereon (the "MACU Improvements"), in compliance with the standards set forth in the Declaration and all applicable governmental laws, rules, regulations, orders and ordinances, and in a safe, sound condition, clean and free of rubbish, debris, and other hazards to persons using the same, and shall repair and replace the same, so as to maintain the architectural and aesthetic harmony of the Shopping Center Land as a whole. Such operation, maintenance and repair shall be performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of the remainder of the Shopping Center Land and of first-class shopping centers of comparable size and nature to that of the Shopping Center Land located in the same geographic area as the Shopping Center Land. MACU further acknowledges and agrees that it will be subject to the obligations set forth in the Master Declaration, and will be a member of the Association described therein.

4. AFCU hereby joins herein to agree that the MACU Parcel shall be exempt from AFCU's exclusive right to operate a credit union on the Shopping Center Land, and that the MACU Parcel Owner may operate a credit union on the MACU Parcel.

5. Notwithstanding anything to the contrary in Section 5 of the Declaration or in the Applicable Laws (as defined in the Declaration), MACU and AFCU are permitted to utilize LED screens on their respective Pad Monument Signs and shall be allowed to display scrolling messages and changing images thereon.

6. Notwithstanding any height restrictions set forth in Section 2.5.4 of the Declaration or in the Applicable Laws (as defined in the Declaration), the maximum height restriction for architectural features and embellishments located on the MACU Parcel shall be extended to twenty-eight (28) feet.

8. To the extent there are any inconsistencies between the Declaration and this Second Amendment, or any previous declarations and amendments, the terms, conditions and provisions of this Second Amendment shall control.

9. Except as so amended by this Second Amendment, the Declaration, as amended, shall remain as presently constituted.

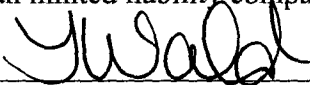
10. This Second Amendment shall be effective once it has been: (i) fully executed, and (ii) recorded in the in the official records of Utah County, State of Utah.

11. This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one fully executed document.

WITNESS OUR SIGNATURES:

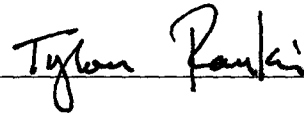
DECLARANT:
EM COMMERCIAL DEVELOPMENT, LLC,
a Utah limited liability company

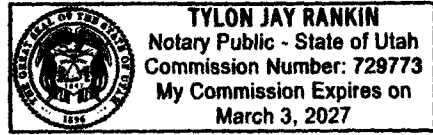
By: Its Manager, Diamante Vista, L.L.C.,
a Utah limited liability company

By: 
Name: Tiffany A. Walden
Its: Manager

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

On March 22nd, 2023, personally appeared before me Tiffany A. Walden who
acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: 

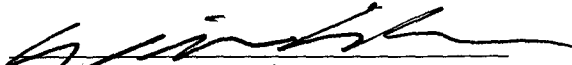


****DECLARANT EM COMMERCIAL DEVELOPMENT, LLC
SIGNATURES CONTINUED ON FOLLOWING PAGE****

DECLARANT SIGNATURES CONTINUED:

EM COMMERCIAL DEVELOPMENT, LLC,
a Utah limited liability company

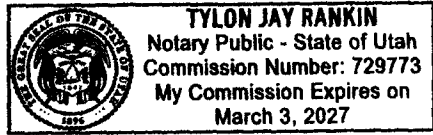
By: Its Manager, CP EM, LLC,
a Utah limited liability company

By: 
Name: William G. Gaskill
Its: Manager

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

On March 22nd, 2023, personally appeared before me William G. Gaskill who
acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: 




**** MASTER DECLARANT MONTE VISTA RANCH, L.C. SIGNATURE ON FOLLOWING PAGE ****

MASTER DECLARANT:

MONTE VISTA RANCH, L.C.,
a Utah limited liability company

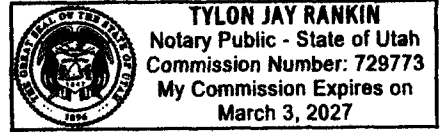
By: Its Manager, MVR MANAGEMENT, LLC
a Utah limited liability company

By: 
Name: Tiffany A. Walden
Its: Manager

STATE OF UTAH)
) :SS.
COUNTY OF UTAH)

On March 22nd, 2023, personally appeared before me Tiffany A. Walden who acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: 



**** AFCU SIGNATURE ON FOLLOWING PAGE ****

AFCU SIGNATURE:

AMERICA FIRST FEDERAL CREDIT UNION.
a federally chartered credit union

By: Tammy Gallegos
Name: Tammy Gallegos
Title: EVP

STATE OF UTAH)
) :SS.
COUNTY OF UTAH)

On March 14th, 2023, personally appeared before me ^{LB} Ta Tammy Gallegos, who acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: Lauren Bybee



**** MACU SIGNATURE ON FOLLOWING PAGE ****

MACU SIGNATURE:

MOUNTAIN AMERICA FEDERAL CREDIT UNION,
a Utah non-profit corporation

By: Chris Tapia

Name: Chris Tapia

Title: SVP MARS

STATE OF UTAH)
)
:SS.
COUNTY OF UTAH)

On March 14, 2023, personally appeared before me Chris Tapia,
who acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: Ashley Milano

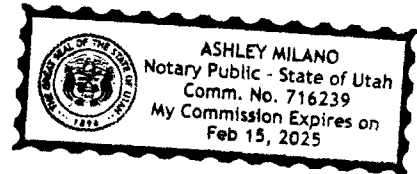


EXHIBIT A**LEGAL DESCRIPTION OF SHOPPING CENTER LAND****PARCEL 1:**

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows:

Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1/16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.

PARCEL 2:

Commencing North 1243.99 feet and East 321.88 feet from the South 1/4 Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N18°55'24"E 28.66 feet; thence along the arc of a 1749.46 radius curve to the left (chord bears: N10°00'28"E 538.914 feet); thence N1°22'57"E 9.64 feet; thence N89°50'58"W 25.78 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) 76.54 feet; thence West 391.09 feet; thence North 251.34 feet; thence S89°57'53"W 1199.87 feet; thence South 101.6 feet; thence East 305.8 feet; thence South 306 feet; thence West 306 feet; thence North 407.6 feet; thence S89°57'53"W 189.01 feet; thence S1°21'47"W 752.08 feet; thence along the arc of a 9950.49 foot radius curve to the left (chord: S61°44'39"E 23.49 feet); thence N88°57'07"E 1703.74 feet to beginning.

TOGETHER WITH the following:

Commencing North 1746.91 feet and West 2271.8 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence West 391.09 feet; thence

North 251.34 feet; thence N89°57'53"E 99.05 feet; thence S22°13'07"E 177.82 feet; thence S89°50'58"E 228.29 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) to the beginning.

LESS AND EXCEPTING the following:

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows:

Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1/16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B. & M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.

EXHIBIT B**LEGAL DESCRIPTION OF MACU PARCEL**

Commencing South 89°32'35" East along the section line 1725.94 feet and North 982.32 feet from the Southwest section corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, to the beginning of a curve concave to the Northeast having a radius of 20.00 feet; thence Northwesterly along said curve 31.58 feet through a central angle of 90°27'35" (chord bearing and distance of said curve being North 19°23'33" West 28.40 feet); thence North 25°50'15" East 90.11 feet to the beginning of a tangent curve concave to the Southeast having a radius of 119.69 feet; thence Northeasterly along said curve 185.84 feet through a central angle of 88°57'51" (chord bearing and distance of said curve being North 70°18'41" East 167.72 feet) to the beginning of a reverse curve concave to the Northeast having a radius of 9725.00 feet; thence Southeasterly along said curve 83.78 feet through a central angle of 00°29'37" (chord bearing and distance of said curve being South 65°27'11" East 83.74 feet); thence South 24°18'00" West 228.50 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 9953.50 feet, a radial line bears North 24°18'00" East; thence Northwesterly along said curve 187.23 feet through a central angle of 01°04'40" (chord bearing and distance of said curve being North 65°09'40" West 187.23 feet) to the point of beginning.