

RECORDING REQUESTED BY,
AND AFTER RECORDING RETURN TO:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

Tax Parcel Nos: 51-511-001
51-511-002
51-511-003

**FIRST AMENDMENT TO AND RATIFICATION OF
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS FIRST AMENDMENT TO AND RATIFICATION OF DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this “**Amendment**”) is made and entered into effective as of February 27, 2013 (the “**Effective Date**”), by and between KC GARDNER RIVERWOODS, L.C., a Utah limited liability company (“**Riverwoods**”), and KC GARDNER RIVERWOODS 2, L.C., a Utah limited liability company (“**Riverwoods 2**”).

RECITALS

WHEREAS, KC Gardner Riverwoods Holding, L.L.C., a Utah limited liability company (“**Holdings**”), executed that certain Declaration of Covenants, Restrictions and Easements, dated as of July 23, 2012 (the “**Declaration**”), which Declaration was recorded in the Recorder’s Office of Utah County, Utah on August 8, 2012 as Entry Number 66695:2012, and which Declaration encumbers certain real property more particularly identified therein;

WHEREAS, at the time the Declaration was executed and delivered, Holdings was no longer the owner of the real property encumbered by the Declaration;

WHEREAS, at the time the Declaration was recorded, Exhibit “C” to the Declaration was mistakenly omitted from the recorded Declaration;

WHEREAS, as of the date hereof, Riverwoods is the owner of certain real property more particularly described on Exhibit “A” attached hereto and made a part hereof, which real property is referred to in the Declaration as the Building 3 Parcel;

WHEREAS, as of the date hereof, Riverwoods 2 is the owner of certain real property more particularly described on Exhibit “B” attached hereto and made a part hereof, which real property is referred to in the Declaration as the Building 1 Parcel and the Building 2 Parcel;

WHEREAS, the Building 1 Parcel, the Building 2 Parcel and the Building 3 Parcel constitute the entire real property subject to the Declaration; and

WHEREAS, Riverwoods and Riverwoods 2 desire to enter into this Amendment to ratify the Declaration, acknowledge the correct legal description for the Building 3 Parcel, and to make certain other amendments to the Declaration as provided herein.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Riverwoods and Riverwoods 2 hereby agree that the Declaration is hereby amended as follows:

AGREEMENT

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. Ratification. Each of Riverwoods and Riverwoods 2 hereby ratifies the Declaration and confirms that the Declaration encumbers each of the Building 1 Parcel, the Building 2 Parcel and the Building 3 Parcel.

3. Amendment to Exhibit "C". Exhibit "C" attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit "C" attached to this Amendment. All references to Exhibit "C" in the Declaration shall be deemed to be references to such Exhibit "C" as modified and replaced by this Amendment.

4. Amendment to Section 3. Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

"3. All Buildings or Related Improvements constructed on any Parcel shall be developed to comply with the Laws governing parking for the use proposed for the Parcel, subject to the provisions of this Section 3. The Parking Area on the Building 3 Parcel shall provide at least such number of parking stalls as required to comply with Laws or as may be required by Governmental Authorities to provide for all required parking for the Building or Related Improvements located on the Building 3 Parcel, without regard to any parking that may be available on any other Parcel. The Parking Area on the Building 1 Parcel and the Building 2 Parcel shall provide, in the aggregate, at least such number of parking stalls as required to comply with Laws or as may be required by Governmental Authorities to provide for all required parking for the Building or Related Improvements located on the Building 1 Parcel and/or the Building 2 Parcel, taken as a whole, without regard to any parking that may be available on the Building 3 Parcel. Except as otherwise provided in this Section 3, no Parcel shall be developed in so intense a manner as to adversely impact the parking available on the other Parcels absent an express written agreement to the contrary. Riverwoods 2 hereby creates a reciprocal, non-exclusive, perpetual easement for vehicular parking on, over and across the Parking Areas located on the Building 1 Parcel and the Building 2 Parcel for the benefit of the Benefitted Parties of the Building 1 Parcel and the Building 2 Parcel. Except as set forth

in this Section 3, no Owner of a Parcel or its Benefitted Parties shall park on any other Parcel.”

5. Omnibus Amendment. Any and all other terms and provisions of the Declaration are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraphs hereof. Except as expressly modified and amended hereby, all other terms and conditions of the Declaration shall continue in full force and effect.

6. Counterparts. This Amendment may be executed in counterparts each of which shall be deemed an original.

7. Successors and Assigns. This Amendment shall inure for the benefit of and shall be binding on each of the Owners and their respective successors and/or assigns.

8. Authority. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESSETH WHEREOF, Riverwoods and Riverwoods 2 have executed this Amendment as of the date first set forth above.

“Riverwoods”

KC GARDNER RIVERWOODS, L.C., a Utah limited liability company, by its manager

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: *Kem C. Gardner*
Name: *Kem C. Gardner*
Its: Manager

“Riverwoods 2”

KC GARDNER RIVERWOODS 2, L.C., a Utah limited liability company, by its manager

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: *Kem C. Gardner*
Name: *Kem C. Gardner*
Its: Manager

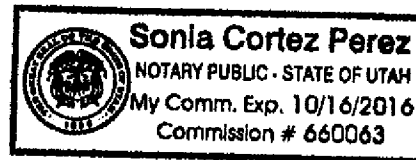
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 27 day of ~~January~~ ^{FEBRUARY}, 2013, personally appeared before me KEM GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of KC Gardner Riverwoods, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said company.




NOTARY PUBLIC
Residing at: DAVIS COUNTY

My Commission Expires: 10-16-16



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

On this 27 day of ~~January~~ ^{FEBRUARY}, 2013, personally appeared before me KEM GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of KC Gardner Riverwoods 2, L.C., a Utah limited liability company, who executed the foregoing instrument on behalf of said company.



NOTARY PUBLIC
Residing at: DAVIS COUNTY

My Commission Expires: 10-16-16



EXHIBIT "A"

All of Lot 3, Phase VII Riverwoods Research and Business Park, according to the official plat thereof, filed on October 1, 2008, as Entry No. 107880:2008 in the Official Records of the Utah County Recorder.

EXHIBIT "B"

All of Lots 1 and 2, Phase VII Riverwoods Research and Business Park, according to the official plat thereof, filed on October 1, 2008, as Entry No. 107880:2008 in the Official Records of the Utah County Recorder.

EXHIBIT "C"

All of Lot 3, Phase VII Riverwoods Research and Business Park, according to the official plat thereof, filed on October 1, 2008, as Entry No. 107880:2008 in the Official Records of the Utah County Recorder.

CONSENT OF LIENHOLDER

U.S. Bank National Association (the "**Lender**"), as the holder of a lien encumbering certain real property pursuant to that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by KC Gardner Riverwoods 2, L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of the Lender, as beneficiary, which was recorded on August 8, 2012, in the official records of Utah County, Utah as Entry No. 66718, as amended, consents to the recording of this Amendment and subordinates its lien arising out of the foregoing instrument to the Declaration as amended by this Amendment.

[signature page follows]

U.S. Bank National Association

By: [Signature]

Name: John Montgomery

Title: VP

State of UTAH)
) ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me on January 31st, 2013, by John Montgomery, VICE PRESIDENT of U.S. Bank National Association.

[Signature]
Notary Public

4844-2026-4466, v. 1

