

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Outlets at Traverse Mountain
c/o Craig Realty Group
4100 MacArthur Blvd, Suite 100
Newport Beach, CA 92660-2054

Attention: Lori Sarnier Smith

Escrow No: NCS-849050 AH

ENT 84810:2017 PG 1 of 4
Jeffery Smith
Utah County Recorder
2017 Aug 30 11:02 AM FEE 23.00 BY VP
RECORDED FOR First American Title Insurance Company-N
ELECTRONICALLY RECORDED

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLAT B - OUTLETS AT TRAVERSE MOUNTAIN**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT B - OUTLETS AT TRAVERSE MOUNTAIN (this "Amendment") is made effective as of August 30, 2017, and entered into by OUTLETS AT TRAVERSE MOUNTAIN, LLC, a Delaware limited liability company ("OTM" or "Declarant").

RECITALS

A. OTM is the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Plat B - Outlets At Traverse Mountain dated August 11, 2014 and recorded by the Utah County Recorder on August 11, 2014 as Entry No. 56151:2014 (the "Declaration"). Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such terms in the Declaration.

B. OTM is the Declarant under the Traverse Mountain Commercial Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements on October 4, 2004 recorded in the real property records for Utah County on October 8, 2004 as Entry 115054:2004 (the "Commercial Declaration").

C. Declarant owns real property subject to the Declaration and the Commercial Declaration, including Lots 2 through 6, inclusive, of that certain plat entitled "Plat B Outlets at Traverse Mountain" which plat was filed in the Office of the Recorder of the County of Utah, State of Utah on November 13, 2013, as Entry No. 104844:2013 in Book 48 of Plats at Page 420; APN 48:420:0006.

D. Section 9.4 of the Declaration provides that the Declarant may modify the Declaration without obtaining the consent of any other Owner. Declarant desires to exercise its rights to modify the Declaration in certain respects as hereinafter more particularly provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and incorporating the foregoing Recitals as a part of this Agreement, and in further consideration of the mutual covenants and conditions contained herein, the Declarant hereby modifies and supplements the Declaration as follows:

1. Hotel and Other Parcel Permitted Uses. The caption at the beginning of Section 2.3.2 of the Declaration of "Hotel Parcel Use" is hereby modified to read "Permitted Uses for Hotel Parcel and Other Parcels" (insofar as the subsections of Section 2.3.2 address uses of other Parcels).

2. Multi-Family Residential Use. In addition to the other permitted uses listed in the first sentence of Section 2.3.2(b) of the Declaration, the Parcels other than the Hotel Parcel may be used for multi-family residential use which is deemed not to constitute "any hotel, morel or similar use" provided that Declarant specifically permits such multi-family residential use on a specified Parcel or Parcels in its sole and absolute discretion. Nothing in the foregoing shall be construed as modifying the use prohibition in subsection (ii) of Section 2.3.2(b) of the Declaration. In addition, the reference to residential use as a prohibited use in Section 2.3.2(d) of the Declaration is hereby deleted with respect to multi-family residential use, subject to Declarant's consent as provided in the foregoing.

3. Additional Use Restrictions. Section 2.3.2(c) of the Declaration shall be deleted in its entirety and replaced with the following:

"(c) No portion of the Project shall be used for a business or use which: (i) creates strong, unusual or offensive odors, fumes, dust or vapors which are objectionable other than such odors as are typically incidental to restaurants, quick service restaurants, and other food service establishments, including brewpubs, microbrewery restaurants/tasting rooms; (ii) is a public or private nuisance; (iii) emits noises or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or (iv) creates unusual fire, explosive or other hazards."

4. Manufacturing Use. A brewpub, microbrewery restaurant or similar establishment, whether or not beer is produced onsite, shall not constitute a manufacturing use pursuant to the Declaration, including without limitation, Section 2.3.2(d) of the Declaration.

5. Conflict; Full Force and Effect. Nothing in this Amendment or the uses permitted pursuant to this Amendment is intended to modify or limit the construction and architectural requirements, approvals or restrictions in the Declaration. To the extent of any conflict between the terms of this Amendment and the Declaration, the terms of this Amendment shall govern and control. Except as herein otherwise specifically provided, the Declaration shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plat B - Outlets at Traverse Mountain as of the date first above written.

“OTM”:

OUTLETS AT TRAVERSE MOUNTAIN, LLC,
a Delaware limited liability company

By: Craig Realty Group – Traverse Mountain, LLC,
a California limited liability company
Manager

By: Eureka Realty Partners, Inc.,
a California corporation
Manager

By: *Steven L. Craig*
Steven L. Craig
President

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 }

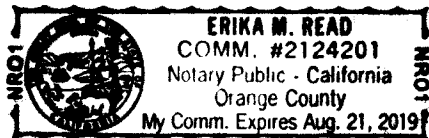
On August 28, 2017 before me, Erika M. Read, Notary Public
(insert name and title of the officer)

personally appeared STEVEN L. CRAIG, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Erika M. Read*



(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF "PLAT "B" OUTLETS AT TRAVERSE MOUNTAIN" WHICH PLAT WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF UTAH, STATE OF UTAH ON NOVEMBER 13, 2013 AS ENTRY NO. 104844:2013 IN BOOK 48 OF PLATS AT PAGE 420, WHICH INCLUDES COMMON AREAS AND OUTLET PARKWAY ROAD AS DEFINED WITHIN THIS DECLARATION.

APN: 48:420:0001
48:420:0002
48:420:0003
48:420:0004
48:420:0005
48:420:0006
48:420:0007
48:420:0008