

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Outlets at Traverse Mountain  
c/o Craig Realty Group  
4100 MacArthur Blvd, Suite 200  
Newport Beach, CA 92660-2054

Attention: Lori Smith, Esq.

ENT 87623:2015 PG 1 of 6  
Jeffery Smith  
Utah County Recorder  
2015 Sep 24 01:03 PM FEE 116.00 BY SS  
RECORDED FOR First American Title Insurance  
ELECTRONICALLY RECORDED

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(Space Above For Recorder's Use)

**SECOND AMENDMENT TO TRAVERSE MOUNTAIN COMMERCIAL  
DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS AND  
TRANSFER OF DECLARANT'S RIGHTS**

THIS SECOND AMENDMENT TO DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS AND TRANSFER OF DECLARANT'S RIGHTS (this "Amendment") is made effective as of Sept. 14<sup>th</sup>, 2015 and entered into by and between TRIUMPH COMMERCIAL INVESTMENTS, LLC, a Utah limited liability company ("Triumph"), and OUTLETS AT TRAVERSE MOUNTAIN, LLC, a Delaware limited liability company ("OTM").

**RECITALS**

A. Triumph is currently the "Declarant" under the Traverse Mountain Commercial Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated October 8, 2004 and recorded by the Utah County Recorder on October 8, 2004 as Entry No. 115054:2004, as amended and supplemented by Declaration of Traverse Mountain Commercial Investments, LLC Regarding Condominium Conversion dated March 6, 2007 ("First Amendment"), and recorded with the Utah County Recorder on March 6, 2007 as Entry No. 33346:2007 (collectively, the "Declaration"). Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such terms in the Declaration.

B. Triumph, as the Declarant, wishes to allow OTM to be the Declarant under the Declaration pursuant to the provisions of Section 9.23 of the Declaration.

C. Section 9.3 of the Declaration provides that the Declarant may modify the Declaration in certain respects, without obtaining the consent of any other Owner. OTM, immediately following its designation as Declarant, desires to exercise its rights to modify the Declaration in certain respects as hereinafter more particularly provided.

ACCOMMODATION RECORDING ONLY  
FIRST AMERICAN TITLE INSURANCE COMPANY  
MAKES NO REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY, SUFFICIENCY  
OR AFFECT OF DOCUMENT.

## 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 parties hereto hereby modify and supplement the Declaration in the following respects and agree as follows:

1. Approval of Improvements on the Cabela's Retail Building Parcel, the Retail Building Parcels, the Retail Common Area and the Retail Parking Parcels.

(a) Triumph, as Declarant, has approved all signs, Buildings, structures, landscaping, improvements and any other items requiring the approval of the Declarant under Section 3.2 of the Declaration that are located as of the date hereof on what is presently designated as, or what is anticipated to be designated as, the Cabela's Retail Building Parcel, the Retail Building Parcels, the Retail Parking Parcels and the Retail Common Area.

(b) Triumph and OTM (i) acknowledge and agree that the owner of the Cabela's Retail Parcel and owner of the property on which the Outlets at Traverse Mountain is located (contemplated to be designated as the Retail Building Parcels, Retail Parking Parcels and/or Retail Common Area) have created an opening in the landscaped median presently separating the Cabela's parking area and the parking area for the Outlets at Traverse Mountain, and that such opening includes a lockable gate and other amenities; and (ii) approve all such revisions provided same are approved by the owners of the property owned and impacted thereby.

2. Assignment and Designation of Declarant and Manager. Pursuant to Sections 1.23 and 9.23 of the Declaration, Triumph hereby designates Outlets at Traverse Mountain, LLC, a Delaware limited liability company ("OTM"), as the Declarant and Manager under the Declaration and hereby assigns to OTM all rights and obligations of the Declarant and Manager under the Declaration. OTM hereby accepts such designation and assignment and agrees, from and after the date of this Amendment, to perform the duties of the Declarant and the Manager under the Declaration.

3. Right to Alter Cabela's Retail Building Parcel. OTM acknowledges the provisions of the First Amendment and agrees to honor its terms, provided same does not require any material effort on the part of OTM and agrees that any matters requiring involvement with respect thereto shall be performed by Triumph, notwithstanding this Amendment and the assignment effected hereby.

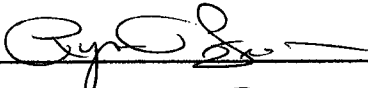
4. Prohibited Uses. OTM, as Declarant and Manager pursuant to Paragraph 2 of this Amendment, hereby amends the Declaration by deleting "Columbia Outlet" from the restrictions set forth in Section 1.36(r) of the Declaration relating to Prohibited Uses such that Columbia Outlet shall not longer constitute a retail store prohibited thereby.

5. No Other Changes. Except as herein otherwise specifically provided, the Declaration shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements and Transfer of Declarant's Rights as of the date first above written.

"Triumph":

TRIUMPH COMMERCIAL INVESTMENTS, LLC,  
a Utah limited liability company (formerly known as  
Traverse Mountain Commercial Investments, LLC)


By:   
Name: RYAN L. FREEMAN  
Title: MANAGER

"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  
President

State of Utah )  
County of Utah )

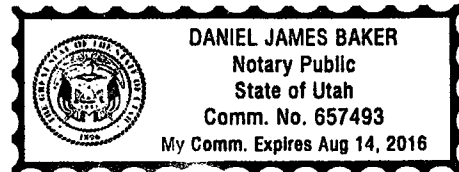
On the 12<sup>th</sup> day of September, 2015, before me, Daniel James Baker, Notary Public,  
(here insert name and title of the officer)

personally appeared Ryan L. Freeman,  
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 *[Handwritten Signature]*



(Seal)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_,  
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 \_\_\_\_\_

(Seal)

### ACKNOWLEDGMENT

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 Orange

On September 14, 2015 before me, Angela Littlejohn, Notary  
(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(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 [Handwritten Signature]

(Seal)



**EXHIBIT "A"**

**PROJECT**

**Legal Description**

That certain real property located in Utah County, State of Utah, more particularly described as follow:

**Lots I-12-B, I-12B-2, I-12C, I-12D, I-12E, I-12F, I-12F-2, I-12G and Open Space, TRAVERSE MOUNTAIN COMMERCIAL PLAT "A", according to the official plat thereof as recorded in the Office of the Utah County Recorder.**