

When recorded mail to:
Yuma Ventures Fund I, LLC
c/o Merle Toumey
21716 NE 79th Street
Redmond, WA 98053



**FIRST AMENDMENT
TO
PLAZA DEL ESTE SUBDIVISION
AND PARCELS C & D OF PLAZA DEL ESTE LOT SPLIT
BUSINESS AND RETAIL CENTER
DECLARATION OF PROTECTIVE COVENANTS**

Pursuant to Article 9.12 of the Plaza del Este Subdivision and Parcels C & D of Plaza del Este Lot Split Business and Retail Center Declaration of Protective Covenants recorded on March 5, 2007, Fee #2007-08230, Official Records of Yuma County, Arizona (the "Declaration") the undersigned, comprising all of the Owners subject to the Declaration, hereby amend the Declaration as further set forth herein.

1. Amendments to Declaration. The following provisions and/or Articles of the Declaration are amended, or added, as follows:

Exhibit "A" to the Declaration is hereby amended to reflect the changes to the Center as shown on that certain Replat of Plaza Del Este Unit I and II, a copy of which is attached hereto as Exhibit "1" (the "Replat") and the original of which is to be recorded with the Yuma County Recorder's Office. The Replat, among other things, modifies the boundaries and Common Easement Areas/Common Areas of Lots 12 – 17, creating new Parcels A and B.

1.1 Declarant. The Declarant means Yuma Ventures Fund I, LLC, an Arizona limited liability company and its successors and assigns, or any other entity or organization that succeeds to Yuma Ventures Fund I, LLC's legal interest or obligations in the Center.

1.2 Owners and Tenants Association. The Owners and Tenants Association means any association or entity, if any, formed by the Declarant at its' discretion among the existing Owners of real property situated in the Center at such time as Declarant or its successors and assigns determine the formation of an Association is in the best interests of the Center per Article 7.1. The Owners shall be members of the Tenants Association, which shall be formed as a non-profit corporation.

1.4 Common Easement Areas/Common Areas. The Common Easement Areas or Common Areas are defined on the original Plat attached as Exhibit "A" to the Declaration and as modified on the Replat attached to the First Amendment as Exhibit "1".

3.2 Landscaping. Upon the development of a Lot or Parcel, the Owner shall at its sole cost and expense install all required landscaping upon its Lot or Parcel, including, without limitation, within the Common Easement Area upon such Lot or Parcel. The Declarant shall maintain any landscaping placed upon any Common Easement Area of such Lot or Parcels, and the costs for such landscape maintenance shall be included in the Assessments set forth in Article V. All landscaping outside the Common Easement Area shall: (1) be regularly maintained by the Owner of the Lot or Parcel upon which such landscaping is located, at such Owner's sole cost and expense and (2) be maintained in a professional and attractive manner and shall not be allowed to deteriorate or fall into a state of neglect or disrepair.

4.5 Declarant Improvements. Contingent upon the Declarant's sale of Parcel A as set forth on the Replat, Declarant shall, at its sole cost and expense, and no later than December 31, 2017, construct in a good and workmanlike manner the improvements to the Common Easement Areas and Facilities as set forth on Exhibit "2" attached to the First Amendment. In the event Declarant fails to construct the foregoing improvements in a timely manner, or fails to pay for the improvements resulting in the imposition of any lien or encumbrance upon the Common Easement Areas or other property within the Center due to non-payment, any Owner, or any group of Owners, may, after 30 days advance written notice to Declarant, complete or pay for the construction of the improvements if the Declarant fails to complete, or commence material completion of, the improvements within such 30 day period. In such event, the contributing Owner(s) shall have the same rights and remedies against Declarant, and its property within the Center, as Declarant has under Article 6.1 with respect to enforcement of this Declaration and the collection of unpaid Assessments, including, but not limited to, seeking reimbursement from Declarant for costs incurred by such Owner(s) in paying for or completing such improvements, filing a lien against the Declarant's property within the Center, and/or otherwise commencing such proceedings at law or in equity as such Owner(s) deem appropriate.

5.2 Assessment Calculation. Each Owner shall be responsible for its Lot's or Parcel's proportionate share of the costs for the operation and maintenance of the Common Easement Areas and Facilities, equal to the total amount of such costs, multiplied by a fraction, the numerator of which is the total square footage of such Lot or Parcel, including the pad area and any Common Easement Area within such Lot or Parcel, and the denominator of which is the total square footage of all Lots or Parcels in the Center (the "Assessment"). Within sixty (60) days from the beginning of each calendar year, the Declarant shall send written notice to each Owner stating the total projected annual Assessment for the upcoming calendar year, along with the amount of such Owner's monthly payment of such Assessments. Such monthly payment shall be paid by each Owner each month on or before the fifteenth day of the month. The Declarant shall send to each Owner, via email, monthly invoices stating the amount of the monthly payment of Assessments then due.

5.4 Limitation on Assessment. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Assessment include the cost to maintain anything other than the Common Easement Areas (whether or not developed) and the Facilities. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Assessment increase more than 20% of the Assessment for the prior year, except upon the affirmative approval of 80% of the Owners represented by the total square footage of the Center including any Lot or Parcel owned by Declarant.

9.10 Maintenance. Except for the any areas required to be maintained by Declarant as set forth in this Declaration, each Owner shall keep their Lot or Parcel and all buildings and improvements constructed or installed thereon in good order and repair, at such Owner's sole cost and expense. Each Owner shall regularly maintain all buildings and improvements. Notwithstanding anything to the contrary contained herein, prior to an Owner's development of a particular Lot or Parcel, Declarant shall perform, or cause to be performed, at no additional cost or expense to such Owner (provided, such Owner shall still be required to pay its share of Assessments), general policing of the Lot or Parcel to clean up normal litter and trash generated by the Public, at least once per month.

9.12 Amendment. This Declaration of Protective Covenants cannot be amended except in writing and signed by all of the Owners of real property subject to those covenants.

2. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same First Amendment.

3. Effect of Amendment. In the event of any inconsistencies between this First Amendment and the Declaration, the terms of this First Amendment shall govern and control. Except as provided for herein, all other terms and conditions of the Declaration shall remain unchanged. This First Amendment may only be amended as provided in Section 9.12 of the Declaration.

4. Successor to Plaza Del Este Partnership. Yuma Ventures Fund I, LLC, an Arizona limited liability company represents and warrants that it is the successor and/or assignee of Plaza Del Este Partnership.

[Signature Pages Follow]

UNOFFICIAL

[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNER OF LOTS 1, 2, AND 3

AEA FEDERAL CREDIT UNION

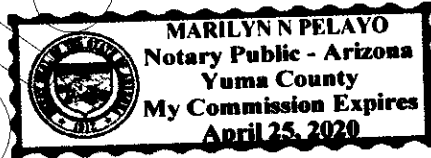
By: [Signature]
Name: BRIAN MENDIVIL
Its: PRESIDENT/CEO

STATE OF ARIZONA)
County of Yuma) ss.

This instrument was acknowledged before me this 7th day of September, 2016 by Brian Mendivil, as President & CEO of AEA FEDERAL CREDIT UNION on behalf of the company.

[Signature]
Notary Public

My Commission Expires:
April 25, 2020



[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNER OF LOT 4

YUMA COUNTY FARM BUREAU, an Arizona non-profit corporation

By: Mark Loghry
Name: Mark Loghry
Its: President

STATE OF ARIZONA)
) ss.
County of Yuma)

This instrument was acknowledged before me this 10th day of August, 2016 by Mark Loghry, as President of **YUMA COUNTY FARM BUREAU**, an Arizona non-profit corporation, on behalf of the corporation.

Bruna A Zamora-Sandoval
Notary Public

My Commission Expires:
April 17, 2018



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNERS OF LOT 5

R & L Eddington Trust, 06/14/94

By: Steven K Eddington
Name:
Its: Trustee

By: Steven K Eddington
Name:
Its: Trustee

STATE OF Utah)
County of Wasatch) ss.

This instrument was acknowledged before me this 5th day of August, 2016 by Steve Eddington as Trustee(s) of the R & L Eddington Trust dated 06/14/94.

Becky Chatwin Wood
Notary Public

My Commission Expires:

12/31/18



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNERS OF LOT 5

Ronald Toski/Lakewood Management Services, LLC

By: [Signature]
Name: Ronald C. Toski
It's: President

STATE OF New York
County of Erie) ss.

This instrument was acknowledged before me this 3 day of Aug., 2016 by Ronald Toski.

[Signature]
Notary Public

My Commission Expires:
12/12/17

ANDREA EPOLITO
No. 01EP6138082
Notary Public, State of New York
Qualified in Erie County
Commission Expires Dec. 12, 2017

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CO-OWNER OF LOT 5

Sunwest Trust Inc., FBO Richard Meredith

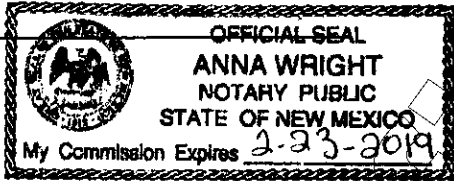
By: [Signature]
Name: Apthia Lechute
Its: Exec VP

STATE OF New Mexico)
County of Bernalillo) ss.

This instrument was acknowledged before me this 2nd day of Aug, 2016 by Apthia Lechute, as Exec VP of Sunwest Trust Inc.

[Signature]
Notary Public

My Commission Expires:



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNERS OF LOT 5

H&O INVESTMENT COMPANY, a Utah corporation

By: Gerald Petersen

Name: Gerald Petersen

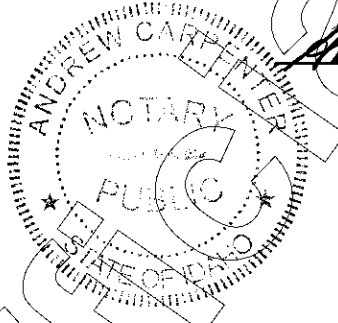
Its: President

STATE OF IDAHO)
) ss.
County of Teton)

This instrument was acknowledged before me this 4 day of August, 2016, by Gerald Petersen, as President of H&O INVESTMENT COMPANY, a Utah corporation, on behalf of the corporation.

My Commission Expires:

9-16-21



Andrew Carpenter
Notary Public

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OWNERS OF LOT 5

Fred J Anderson Family Trust, U/D/T 12/01/03

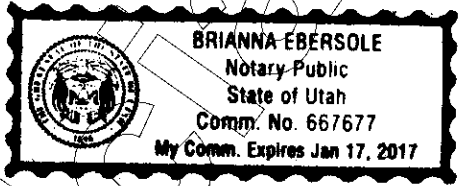
By: *Fred J Anderson*
Name: Fred J Anderson
Its: Trustee

STATE OF Utah)
County of Davis) ss.

This instrument was acknowledged before me this 2nd day of August, 2016 by Fred J Anderson, as Trustee of **Fred J Anderson Family Trust** dated **12/01/03**.

Brianna Ebersole
Notary Public

My Commission Expires:
1/17/2017



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS]

OWNERS OF LOT 5

Richard F & Colleen Witzel Trust, 06/13/1994

By: [Signature]
Name: Richard F Witzel
Its: Trustee

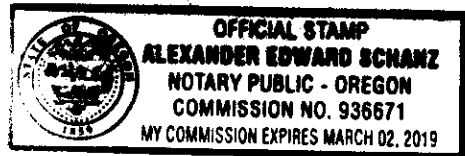
By: [Signature]
Name: Colleen Witzel
Its: Trustee

STATE OF Oregon
County of Lane) ss.

This instrument was acknowledged before me this 5 day of August, 2016 by Richard F Witzel & Colleen Witzel, as Trustees of **Richard F & Colleen Witzel Trust**, dated **06/13/1994**.

[Signature]
Notary Public

My Commission Expires:
March 02, 2019



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNERS OF LOT 5

Frank R Pierce Jr Trust 08/28/06

By: [Signature]
Name: Frank R Pierce
Its: Trustee

STATE OF Florida)
County of LEE) ss.

This instrument was acknowledged before me this 5th day of August, 2016 by Frank R Pierce, Jr., as Trustee of Frank R Pierce Jr, Trust dated 08/28/06

[Signature]
Notary Public

My Commission Expires:
12/10/2019.

 Lawrence J. Kashnowald Jr.
State of Florida
My Commission Expires 12/10/2019
Commission No. FF 942852

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OWNERS OF LOT 5

The Melvin Trust, dated 09-12-1986

By: [Signature]
Name: Bruce W. Melvin
It's: Co-Trustee

STATE OF Colorado)
County of Jefferson) ss.

This instrument was acknowledged before me this 2nd day of August, 2016 by Bruce Melvin as Co-Trustee of The Melvin Trust dated 09-12-1986.

[Signature]
Notary Public

My Commission Expires:
06/06/2020

BRAD COOK
Notary Public - State of Colorado
Notary ID 20124033594
My Commission Expires Jun 6, 2020

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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

CO-OWNER OF LOT 5

Martina I Evans Trust 04/14/2005

By: Martina Evans
Name: Martina Evans
Its: Trustee

STATE OF Massachusetts)
County of Essex) ss.

This instrument was acknowledged before me this 8th day of August, 2016 by Martina Evans, as Trustee of the Martina I Evans Trust dated 04/14/2005.

[Signature]
Notary Public

My Commission Expires:
10/15/2021



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNERS OF LOT 5

New Direction IRS, Inc., FBO Stanley Idel

By: Stanley Idel
Name:
Its: Trustee

By: _____
Name:
Its: Trustee

STATE OF Missouri)
County of Boone) ss.

This instrument was acknowledged before me this 6th day of August, 2016 by Stanley Idel, as Trustee(s) of the **New Direction IRS, Inc.**

Jamie Wallingford
Notary Public

My Commission Expires:
1/14/19

JAMIE L. WALLINGFORD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COOPER COUNTY
MY COMMISSION EXPIRES 1/14/2019
COMMISSION # 15492878

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OWNERS OF LOT 5

Mark E Pruss

By: Mark E Pruss
Name: Mark E Pruss
It's: Owner

STATE OF Florida)
County of St. Johns) ss.

This instrument was acknowledged before me this 8th day of August, 2016 by Mark E. Pruss.

[Signature]
Notary Public

My Commission Expires:
02/15/2019

 **Yana Moshnyager**
State of Florida
My Commission Expires 02/15/2019
Commission No. FF 199679

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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNER OF LOTS 6 – 18 AND TRACT "A"

YUMA VENTURES FUND I LLC, an Arizona limited liability company

By: T.E.A. INVESTMENTS, LLC, an Arizona limited liability company, its Manager

By: The Toumey Companies, Inc., an Arizona corporation, its Manager

By: Merle Toumey
Name: MERLE TOUMEY
Its: VICE-PRESIDENT

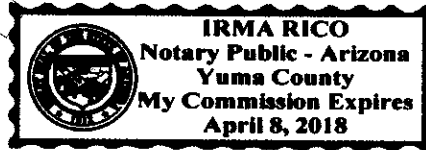
STATE OF ARIZONA)
) ss.
County of YUMA)

This instrument was acknowledged before me this 24 day of August, 2016 by MERLE TOUMEY, as VICE PRESIDENT of The Toumey Companies, Inc., an Arizona corporation, the Manager of T.E.A. INVESTMENTS, LLC, an Arizona limited liability company, the Manager of **YUMA VENTURES FUND I LLC**, an Arizona limited liability company, on behalf of the company.

Irma Rico
Notary Public

My Commission Expires:

April 8, 2018



[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNER OF PARCEL C:

ABOVE AVERAGE, LLC, an Arizona limited liability company

By: *Martin C. Armijo*
Name: Martin C. Armijo
Its: Member

By: *Renee M. Armijo* member
Name: Renee M. Armijo
Its: Member

STATE OF ARIZONA)
) ss.
County of YUMA)

This instrument was acknowledged before me this 4 day of August, 2016 by Martin C. Armijo & Renee M. Armijo, as Members of **ABOVE AVERAGE, LLC**, an Arizona limited liability company, on behalf of the company.

Vanessa Limones
Notary Public

My Commission Expires:
July 31, 2019



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[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS]

OWNER OF PARCEL D:

By: Francisco Galindo
Name: Francisco Galindo
Title: Trustee of the Francisco Galindo and Eldaa O. Galindo Trust dated December 30, 2011

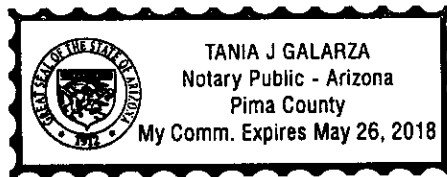
By: Eldaa O. Galindo
Name: Eldaa O. Galindo
Title: Trustee of the Francisco Galindo and Eldaa O. Galindo Trust dated December 30, 2011

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this 9 day of August, 2016 by Francisco Galindo and Eldaa O. Galindo, Trustees of the Francisco Galindo and Eldaa O. Galindo Trust dated December 30, 2011.

Tania Jalarza
Notary Public

My Commission Expires:
May 26 2018



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