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

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

This First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions (this “**Amendment**”) is made and entered into as of July ___, 2014 (the “**Effective Amendment Date**”) by SJ MARKETPLACE, LLC, a Delaware limited liability company, as Declarant.

RECITALS

A. Declarant executed that certain Declaration of Easements, Covenants, Conditions and Restrictions recorded in the Official Records of Salt Lake County, Utah on February 21, 2014 as Entry No. 11807867 in Book 10212 at Page 7709 (the “**Declaration**”) with respect to certain real property located in the City of South Jordan, Salt Lake County, Utah and more particularly described on Exhibit A attached hereto.

B. Declarant desires to modify the Declaration in certain respects more particularly set forth herein.

IN WITNESS WHEREOF, and in acknowledgement and consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Declarant declares that the Declaration is amended as follows effective from and after the Effective Amendment Date:

1. Capitalized Terms. All capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings given to such terms in the Declaration.

2. Modification of Site Plan. The Site Plan attached to the Declaration as Exhibit C is replaced and superseded by the updated Site Plan attached to this Amendment as Exhibit C. All references in the Declaration to “Site Plan” shall mean and refer to the site plan attached to this Amendment as Exhibit C. Exhibit C attached to the Declaration is replaced and superseded with Exhibit C attached to this Amendment, which attached Exhibit C is incorporated into this Amendment and the Declaration by reference.

3. Conforming Modifications to Reflect Updated Site Plan. For the purpose of reflecting certain modifications set forth in the updated Site Plan attached to this Amendment as Exhibit C, the following amendments are made to the Declaration:

3.1 All references in the Declaration to “Shops Parcel A” and/or “Shops Parcel B” are replaced with “Shops Parcel A&B.”

3.2 All references in the Declaration to “Shops A” and/or “Shops B” are replaced with “Shops A&B.”

3.3 All references in the Declaration to “Shops Parcel G” are deleted.

3.4 The reference to “Pad Parcel C” in clause (v)(B) of Section 3.3 of the Declaration is replaced with “Shops Parcel F.”

3.5 All references to “Pad Parcel A” in Sections 3.5.4 and 6.1 of the Declaration are replaced with “Pad Parcel B.”

4. CVS Exclusive. The following is added at the end and as part of the second sentence of the next to last paragraph of Paragraph 6 of Exhibit E attached to the Declaration: “as long as the Sprouts Lease remains in effect.”

5. Maximum Size of Building on Pad Parcel B. The reference to “2,600 square feet” in Paragraph 2 of Exhibit F attached to the Declaration is replaced with “3,000 square feet.”

6. Additional Exclusives. In accordance with Section 4.4.2 of the Declaration, the Declaration is amended to document the grant subsequent to the Effective Date of the Declaration of the Future Exclusive Use Restrictions set forth below in Sections 6.1 through 6.6. This Section 6 does not limit the grant of any other Future Exclusive Use Restrictions pursuant to Section 4.4.2 of the Declaration. The exclusive use restrictions set forth in Sections 6.1 through 6.6 below shall be binding upon the Occupants of each Parcel of the Shopping Center Property (other than the space occupied by the grantee of the exclusive use restriction) as long as such exclusive use restriction remains in effect, regardless of whether the lease or occupancy agreement which contains the exclusive use restriction is assigned, subleased, extended, renewed or modified, and if and so long as the lease or occupancy agreement that contains such exclusive use restriction is replaced with a new lease or occupancy agreement with a then-existing Occupant or a new replacement Occupant, as long as any such new lease or occupancy agreement is executed within six (6) months after the date of the termination or expiration of the lease or occupancy agreement in which the exclusive use restriction was contained. Each exclusive use restriction set forth below is enforceable only by the Owner of the Parcel benefitted by such exclusive use restriction and such exclusive use restriction shall not be enforceable by the Owner of any other Parcel or any person or entity. Notwithstanding any contrary provision hereof, this Section 6 and the Future Exclusive Use Restrictions set forth in Sections 6.1 through 6.6 below shall not bind the Major Parcel. No Parcel of the Shopping Center Property (excluding the Major Parcel) shall be used for any of the following purposes (except for the space occupied by the grantee, or its successor, assign, tenant or subtenant, of the particular exclusive use restriction in the subject Building listed below); provided, however, that Declarant shall have the right to relocate any of the uses to a different location in the Shopping Center Property and the exclusive use restriction shall continue to apply to such new location:

6.1 Nail Salon in Shops A&B Building. The primary purpose of the operation of a nail salon or for the operation of two or more pedicure chairs.

6.2 Malawi’s in Shops E Building. The operation of a restaurant whose primary business is the operation of a sit-down pizza restaurant . Such restriction shall include, but not be limited to the following restaurants: Pizzeria Limone, Pizza Pie Café, Pie Pizzeria, The Pizza Factory, NYPD Pizzeria, Pie Five Pizza Co., Brick Oven Pizza, Settebello, Maxwell’s and Flatbread Pizzeria.

6.3 Melty Way in Shops E Building. The primary purpose of operating a restaurant whose primary menu item is the sale of grilled cheese sandwiches. This exclusive use restriction shall not apply to submarine style sandwich operations such as, for example and without limitation, Subway, Quiznos, Togos, and Firehouse Subs.

6.4 Del Taco on Pad Parcel A. So long as a Del Taco restaurant is in operation on the Pad Parcel A, the operation of a Mexican quick service restaurant including, but not limited to, Taco Bell, Green Burrito, Taco Maker, Rubio's, Bajio, Baja Fresh, Taco Time, El Pollo Loco, Taco Del Mar, Maui Tacos, Café Rio, Taco John or Chipotle.

6.5 Massage Green in Shops A&B Building. The primary purpose of the retail sale of massage therapy services. Such exclusive use shall not be applicable to (a) any Occupant that occupies more than 20,000 square feet of Floor Area in the Shopping Center Property, or (b) incidental sales or services that do not exceed ten percent (10%) of the gross sales of an Occupant.

6.6 HomeGoods in Building on Other Major Parcel. The use, occupancy or devotion of more than fifteen thousand (15,000) square feet of Floor Area for the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories ("homegoods"). The computation of such Floor Area shall include one half (1/2) of all Floor Area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of homegoods.

7. Pylon Sign. Pursuant to Section 7.8.2 of the Declaration, Declarant reserves all rights to use the Pylon Signs, subject to the right of Declarant to grant to an Owner of a particular Parcel the right to display the trade name of the Occupant of such Owner's Parcel on a designated Pylon Sign. In accordance with Section 7.8.2 of the Declaration, Declarant hereby grants to the Owner of Pad Parcel B the right to display the trade name of the Occupant of Pad Parcel B on the panel depicted as "Popeye's" on Exhibit B attached to this Amendment on the Pylon Sign located on the south end of the Shopping Center Property as shown on the Site Plan. The Owner of Pad Parcel B shall have all obligations and responsibilities set forth in Section 7.8.4 of the Declaration with respect to the sign panel rights on such Pylon Sign granted to the Owner of Pad Parcel B pursuant to this Section 7.

8. Headings. Section headings used in this Amendment are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

9. No Other Changes. Declarant confirms that the Declaration is in full force and effect, as amended by this Amendment. If any of the terms or provisions of this Amendment conflict with any of the terms or provisions of the Declaration, this Amendment shall control.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the Effective Amendment Date.

SJ MARKETPLACE, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California
limited liability company, its managing
member

By: Steven Usdan
Name Steven Usdan
Title: Managing Member

State of California

County of Los Angeles

On July 25, 2014 before me, Joelyn Sierad, Notary Public,
(here insert name and title of the officer)

personally appeared Steven Ullan, 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

LEGAL DESCRIPTION OF SHOPPING CENTER PROPERTY

The following described real property situated in Salt Lake County, Utah:

LOT 3

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 167.20 FEET; THENCE SOUTH 89°49'25" EAST 144.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'40" A DISTANCE OF 78.40 FEET (CHORD BEARS SOUTH 44°54'05" EAST 70.61 FEET); THENCE SOUTH 00°01'15" WEST 116.48 FEET; THENCE SOUTH 89°55'21" WEST 194.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,878 SQ. FT. OR 0.732 ACRES.

LOT 4

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 194.20 FEET; THENCE SOUTH 00°01'15" WEST 44.09 FEET; THENCE SOUTH 03°47'36" EAST 92.72 FEET; THENCE SOUTH 81°55'21" WEST 153.65 FEET; THENCE SOUTH 89°55'21" WEST 47.97 FEET; THENCE NORTH 00°04'39" WEST 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,452 SQ. FT. OR 0.676 ACRES.

LOT 5

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 392.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 47.97 FEET; THENCE NORTH 81°55'21" EAST 153.65 FEET; THENCE SOUTH 03°47'36" EAST 87.68 FEET; THENCE SOUTH 00°01'15" WEST 24.11 FEET; THENCE SOUTH 81°55'21" WEST 113.41 FEET; THENCE SOUTH 89°55'21" WEST 93.47 FEET; THENCE NORTH 00°04'39" WEST 106.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,429 SQ. FT. OR 0.515 ACRES.

LOT 6

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 112.00 FEET; THENCE NORTH 89°55'21" EAST 93.47 FEET; THENCE NORTH 81°55'21" EAST 113.41 FEET; THENCE SOUTH 00°01'15" WEST 118.73 FEET; THENCE SOUTH 89°55'21" WEST 101.57 FEET; THENCE SOUTH 00°04'39" EAST 9.05 FEET; THENCE SOUTH 89°55'21" WEST 104.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,999 SQ. FT. OR 0.528 ACRES.

LOT 7

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 104.00 FEET; THENCE NORTH 00°04'39" WEST 9.05 FEET; THENCE NORTH 89°55'21" EAST 101.57 FEET; THENCE SOUTH 00°01'15" WEST 110.05 FEET; THENCE SOUTH 89°55'21" WEST 205.38 FEET; THENCE NORTH 00°04'39" WEST 101.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,671 SQ. FT. OR 0.497 ACRES.

LOT 8

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.43 FEET AND EAST 229.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 209.38 FEET; THENCE SOUTH 00°01'15" WEST 255.65 FEET; THENCE SOUTH 02°15'47" EAST 30.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°09'04" A DISTANCE OF 222.02 FEET (CHORD BEARS SOUTH 03°50'19" EAST 222.00 FEET) TO A POINT ON THE ARC OF A 4025.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'17" A DISTANCE OF 101.01 FEET (CHORD BEARS SOUTH 03°51'58" EAST 101.01 FEET); THENCE SOUTH 89°55'21" WEST 246.50 FEET; THENCE NORTH 00°04'39" WEST 231.25 FEET; THENCE NORTH 89°55'21" EAST 15.17 FEET; THENCE NORTH 00°04'39" WEST 377.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 134,210 SQ. FT. OR 3.081 ACRES.

LOT 9

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 166.00 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 38.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 158.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 30.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,450 SQ. FT. OR 0.722 ACRES.

LOT 10

BEGINNING AT A POINT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 30.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 152.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 7.92 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,543 SQ. FT. OR 0.747 ACRES.

LOT 11

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 174.92 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 7.92 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 167.00 FEET; THENCE SOUTH 89°55'21" WEST 191.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 33,156 SQ. FT. OR 0.761 ACRES.

LOT 12

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH,

RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 187.00 FEET; THENCE SOUTH 00°04'39" EAST 377.00 FEET; THENCE SOUTH 89°55'21" WEST 15.17 FEET; THENCE SOUTH 00°04'39" EAST 231.25 FEET; THENCE SOUTH 89°55'21" WEST 171.83 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 608.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 110,235 SQ. FT. OR 2.531 ACRES.

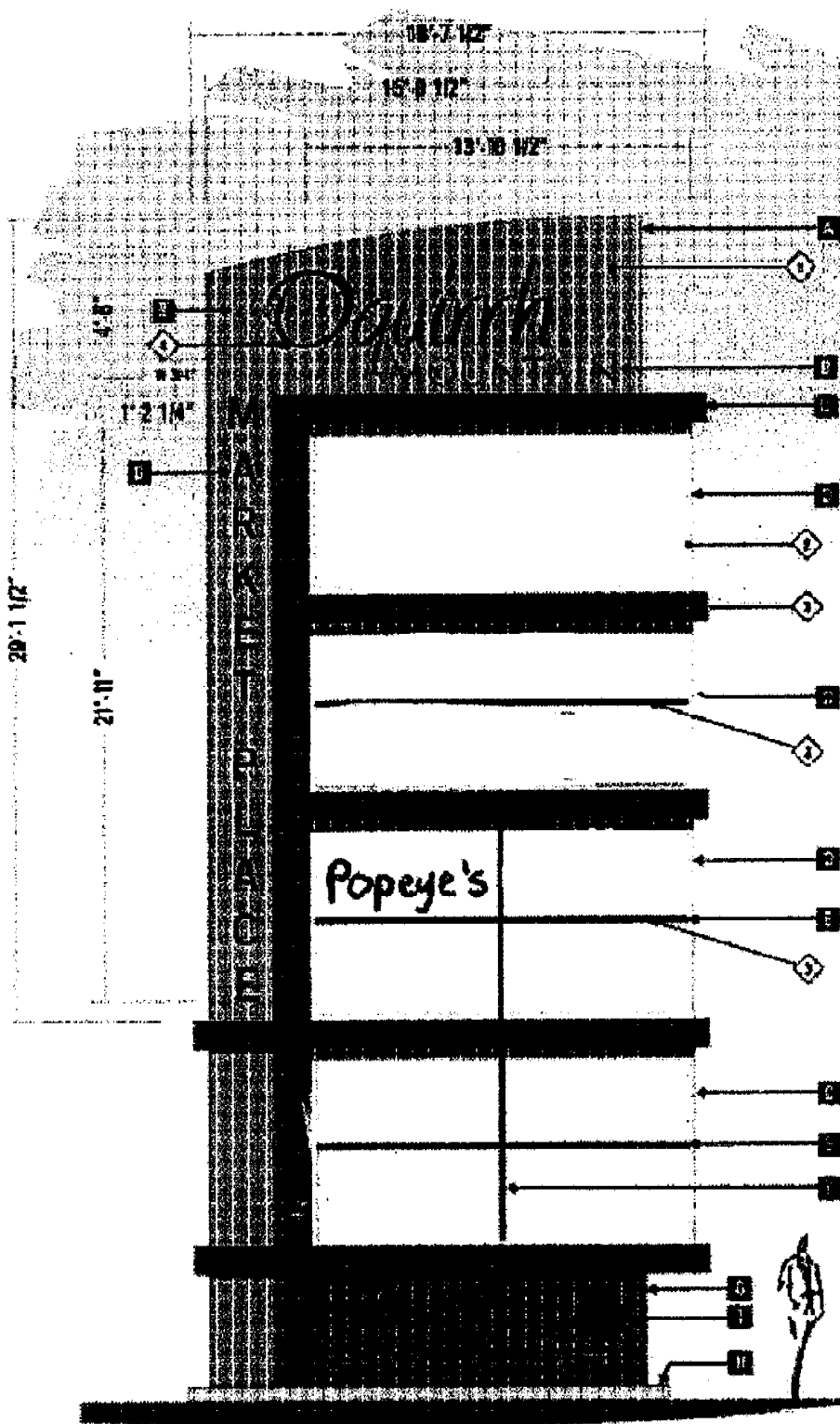
LOT 15

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 196.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 109.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°15'14" A DISTANCE OF 31.50 FEET (CHORD BEARS NORTH 45°02'58" EAST 28.35 FEET); THENCE SOUTH 89°49'25" EAST 170.91 FEET; THENCE SOUTH 00°04'39" EAST 167.20 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 38.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,888 SQ. FT. OR 0.594 ACRES.

EXHIBIT B

PYLON SIGN ALLOCATION FOR PAD PARCEL B



PYLON SIGN LOCATED AT SOUTH END OF PROJECT

EXHIBIT C

SITE PLAN FOR SHOPPING CENTER PROPERTY

