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Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
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And When Recorded Mail To:

SJ Marketplace, LLC  
5670 Wilshire Boulevard, Suite 1250  
Los Angeles, California 90036  
Attn.: Steven Usdan

PIN 27-20-302-005 through 27-20-302-008, 27-20-302-010  
through 27-20-302-014, and 27-20-302-016 through 27-20-302-018

Above Space for Recorder's Use Only

### THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions (this "**Amendment**") is made and entered into as of April 22nd, 2016 (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 "**Original Declaration**"), as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in the Official Records of Salt Lake County, Utah on July 31, 2014 as Entry No. 11889627 in Book 10249 at Page 4295 ("**First Declaration Amendment**") and Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in the Official Records of Salt Lake County, Utah on October 30, 2015 as Entry No. 12162399 in Book 10375 at Page 8451 ("**Second Declaration Amendment**"), with respect to certain real property located in the City of South Jordan, Salt Lake County, Utah and more particularly described on Exhibit 1 attached hereto. The Original Declaration, as amended by the First Declaration Amendment and the Second Declaration Amendment, is referred to herein as the "**Declaration**".

B. Declarant desires to enter into this Amendment to document certain modifications to the Declaration.

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;

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 Pylon Sign Panel Allocations. Pursuant to Section 7.8.2 of the Declaration and Section 4 of the Second Declaration Amendment, Declarant allocated use of the individual sign panels on the Pylon Signs in accordance with the lot designations set forth on Exhibit B (also referred to in the Second Declaration Amendment as Exhibit 2) attached to the Second Declaration Amendment. Declarant hereby changes the allocation of the left hand panel in the bottom row of the Pylon Sign located on the north end of the Shopping Center Property along Bangerter Highway (i.e., the middle Pylon Sign shown on Exhibit 2 attached hereto) from Lot 2D to Lot 6. Attached as Exhibit 2 to this Amendment is a revised comprehensive depiction of the sign panel allocations for all of the Pylon Signs that incorporates such change. Exhibit 2 attached to this Amendment hereby fully amends and replaces Exhibit B attached to the Declaration (also referred to in the Second Declaration Amendment as Exhibit 2).

3. Modification to Exclusive Use Restrictions. The Future Exclusive Use Restriction in favor of Menchie's set forth in Section 2(j) of the Second Declaration Amendment is hereby deleted and replaced with the following exclusive use restriction:

"Yugo LLC in Shops D on Lot 6. The operation of a Quick Service Japanese Restaurant. A "Quick Service Japanese Restaurant" is a restaurant without waited table service which derives fifty percent (50%) or more of its sales from its premises in the Shopping Center from the sale of traditional Japanese restaurant items. This restriction shall not be applicable to any Occupant that occupies more than 5,000 square feet of Floor Area."

The foregoing exclusive use restriction 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. The exclusive use restriction set forth above is enforceable only by the Owner of Lot 6 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, the above exclusive use restriction shall not bind the Major Parcel, nor shall it be applicable to space on a Parcel that as of the Effective Amendment Date is being used, or as to which a lease or occupancy agreement is in effect for the use of such space, for a purpose in conflict with the foregoing exclusive use restriction.


4. 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 manager

By:   
Steven H. Usdan, managing member

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles )  
On April 20, 2016 before me, Lori Guttenberg, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Steven H. Usdan  
*Name(s) of Signer(s)*

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 Lori Guttenberg  
*Signature of Notary Public*

Place Notary Seal Above

**EXHIBIT 1**

**LEGAL DESCRIPTION OF SHOPPING CENTER PROPERTY**

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

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 15 OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON MARCH 6, 2014 AS ENTRY NO. 11814050 IN BOOK 2014P OF PLATS AT PAGE 49.

LOTS 12A AND 12B OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE AMENDED" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON JANUARY 8, 2015 AS RECORD NO. 11972995 IN BOOK 2015P OF PLATS AT PAGE 1.

EXHIBIT 2

ALLOCATION OF PANELS FOR PYLON SIGNS

