

RECORDING REQUESTED BY,
AND AFTER RECORDING RETURN TO:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

11573196
02/07/2013 03:57 PM \$42.00
Book - 10106 Pg - 665-676
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
655 W CENTER STREET
MIDVALE UT 84047
BY: SAM, DEPUTY - WI 12 P.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "**Amendment**") is made and entered into effective as of December 16, 2012 (the "**Effective Date**"), by VIEW 72 RETAIL, L.C., a Utah limited liability company (the "**Declarant**"), ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company ("**Arbor Gardner**") and LODGEPROS VIEW 72, LLC, a South Dakota limited liability company ("**LodgePros**").

RECITALS

WHEREAS, Declarant and Arbor Gardner executed that certain Declaration of Covenants, Restrictions and Easements, dated October 2, 2012, which was recorded on October 4, 2012 in the Salt Lake County Recorder's Office (the "**Recorder's Office**") as Instrument No. 11485504 in Book 10063 at Page 2860, as amended by that certain First Amendment to Declaration which was recorded on [____], 2012 in the Salt Lake County Recorder's Office (the "**Declaration**").

WHEREAS, the Declaration encumbers the following tracts of real property located in Salt Lake County, State of Utah:

(1) Certain parcels of real property the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof (individually, a "**Retail Lot**" and collectively, the "**Retail Lots**").

(2) Certain parcels of real property the legal description of which is set forth on Exhibit "B" attached hereto and made a part hereof (the "**Hotel Lot**").

WHEREAS, in addition to the Retail Lots and the Hotel Lots, the Declaration encumbers certain real property owned by Arbor Gardner more particularly described on Exhibit "C" attached to the Declaration (the "**Arbor Gardner Parcel**").

WHEREAS, Declarant conveyed the Hotel Lot to LodgePros pursuant to that certain Special Warranty Deed dated October 3, 2012, which was recorded on October 4, 2012 in the Recorder's Office as Instrument No. 11485505 in Book 10063 at Page 2886.

- POOR COPY -
CO. RECORDER

WHEREAS, Declarant is the owner of all of the Retail Lots and LodgePros is the owner of the Hotel Lot.

WHEREAS, the parties hereto desire to enter into this Amendment to modify the legal description of the Arbor Gardner Parcel.

AGREEMENT

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. Dedication. Each of the parties to the Declaration hereby (i) irrevocably consents to the grant, conveyance and/or dedication of the roadways subject to the Declaration to Salt Lake County, the Utah Department of Transportation, or the municipality in which the Lots are located, as applicable, for public use (the "Dedication"); and (ii) agrees to cooperate fully with the other party and to take all actions necessary to accomplish the Dedication and upon such Dedication agrees that all obligations for the construction, repair, replacement or maintenance of such roadways shall remain with the entity to whom such roadways were dedicated.

3. Omnibus Amendment. Any and all other terms and provisions of the Declaration are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraphs hereof. Except as expressly modified and amended hereby, all other terms and conditions of the Declaration shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts each of which shall be deemed an original.

5. Successors and Assigns. This Amendment shall inure for the benefit of and shall be binding on each of the Owners and their respective successors and/or assigns.

6. Authority. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESSETH WHEREOF, Declarant, Arbor Gardner and LodgePros have executed this Amendment as of the date first set forth above.

"Declarant"

VIEW 72 RETAIL, L.C., a Utah limited liability company, by its Managers

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: KEM GARDNER
Its: Manager

ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company

By: [Signature]
Name: CORY GUST
Its: Manager / Member

"Arbor Gardner"

ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Managers

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: KEM GARDNER
Its: Manager

ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company

By: [Signature]
Name: CORY GUST
Its: Manager / Member

“LodgePros”

LODGEPROS VIEW 72, LLC, a South Dakota
limited liability company


By: 

Name: Jeff Stockert

Its: President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12 day of December, 2012, personally appeared before me KEM GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, a manager of View 72 Retail, L.C., a Utah limited liability company, on behalf of said company.



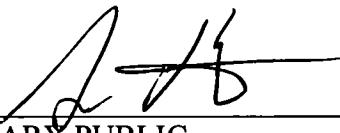
NOTARY PUBLIC
Residing at:

My Commission Expires:



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12 day of December, 2012, personally appeared before me COPY [Signature], Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, a manager of View 72 Retail, L.C., a Utah limited liability company, on behalf of said company.



NOTARY PUBLIC
Residing at:

My Commission Expires:



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12 day of December, 2012, personally appeared before me ~~KEM HARRISON~~ Manager of KC Gardner Company, L.C., a Utah limited liability company, a manager of Arbor Gardner Bingham Junction, L.C., a Utah limited liability company, on behalf of said company.



NOTARY PUBLIC
Residing at:

My Commission Expires:



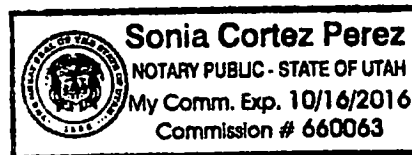
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12 day of December, 2012, personally appeared before me CARY GUST, Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, a manager of Arbor Gardner Bingham Junction, L.C., a Utah limited liability company, on behalf of said company.



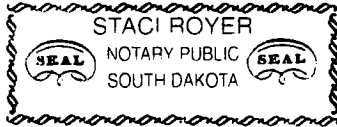
NOTARY PUBLIC
Residing at:

My Commission Expires:



South Dakota
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)
Brown

On this 20th day of December, 2012, personally appeared before me
Jeff Stackert, the President of LODGEPROS VIEW 72, LLC, a
South Dakota limited liability company.



My Commission Expires:

My Commission Expires 09/22/2016



NOTARY PUBLIC

Residing at: 1910 8th Ave NE

Aberdeen SD 57401

EXHIBIT "A"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Retail Lots

ALL OF LOTS 1-7 AND LOT 9 OF THE VIEW 72 RETAIL SUBDIVISION PLAT
ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE
SALT LAKE COUNTY RECORDER

Tax Parcel No(s): 21-26-200-017

EXHIBIT "B"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Hotel Lot

ALL OF LOT 8 OF THE VIEW 72 RETAIL SUBDIVISION PLAT ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER

Tax Parcel No(s): 21-26-200-017

EXHIBIT "C"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Arbor Gardner Parcel

ALL OF LOT 1 OF THE BINGHAM JUNCTION SAVAGE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALL OF LOT 10 AND PARCEL A OF THE VIEW 72 RETAIL SUBDIVISION PLAT ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No(s): 21-26-202-001, 21-26-200-017

CONSENT OF LIENHOLDER

Wells Fargo Bank, National Association, as the holder of a lien encumbering the Property arising under (A) that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Arbor Gardner, L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of Lender, as beneficiary, which was recorded on August 31, 2005 in the official records of Salt Lake County, Utah as Entry No. 9478425 in Book 9182, beginning on Page 4552 (Loan No. 102322); (B) that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Arbor Gardner Bingham Junction Holdings, L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of Lender, as beneficiary, which was recorded on November 20, 2007 in the official records of Salt Lake County, Utah as Entry No. 10281128 in Book 9539, beginning on Page 7100 (Loan No. 105400); (C) that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Arbor Gardner Bingham Junction Holdings, L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of Lender, as beneficiary, which was recorded on August 19, 2010 in the official records of Salt Lake County, Utah as Entry No. 11014001 in Book 9850, beginning on Page 6159 (Loan No. 1002312); (D) that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 28, 2006, executed by Arbor/Gardner/Plum Sunset Hills, L.L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of Lender, as beneficiary, which was recorded on August 3, 2006 in the official records of Salt Lake County, Utah, as Entry No. 9801582, in Book 9331, beginning on Page 2847 (Loan No. 103580); and (E) that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by View 72, Retail, L.C., a Utah limited liability company, as trustor, to the trustee named therein for the benefit of Lender, as beneficiary, which was recorded on September 21, 2012 in the official records of Salt Lake County, Utah as Entry No. 11476485 in Book 10058, beginning on Page 5881 (Loan No. 1005639), in each case as amended, consents to the recording of this Declaration and subordinates its lien to this Declaration.

[signature page follows]

Wells Fargo Bank, N.A.

By: [Signature]

Name: Mike Dulgarian

Title: Vice President

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me on ~~October~~ December 13, 2012, by Mike Dulgarian, vice president of Wells Fargo Bank, National Association.

[Signature]
Notary Public

4825-7953-1282, v. 1

