



W3099442

AFTER RECORDING, PLEASE RETURN TO:

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E# 3099442 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
05-Nov-20 0239 PM FEE \$40.00 DEP PCI
REC FOR: PARR BROWN GEE AND LOVELESS
ELECTRONICALLY RECORDED

(Space above for Recorders Use Only)

(Property Tax IDs: 180840002; 180840003; 180840008; 180840001; 180840004; 180840009;
180840005; 180840006; 180840007)

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, GRANT OF EASEMENTS AND
COMMON FACILITIES MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND COMMON FACILITIES MAINTENANCE AGREEMENT (this "Amendment") is entered into as of March 30, 2020 by HAI North Ogden Marketplace, LLC, a Utah limited liability company, as successor in interest to Acres, L.L.C. (as "Declarant"), JLSCO, LLC, a Utah limited liability company ("JLSCO"), Documedia Learning Group Campus LLC, a Utah limited liability company ("Documedia"), and America First Credit Union, a Utah nonprofit corporation ("AFCU"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed that certain Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement and caused the same to be recorded in the office of the Weber County Recorder on January 15, 1998 as Entry No. 1515578 in Book 1902 at Page 7 (the "Declaration").

B. Whereas Declarant has granted JLSCO Consenting Owner status pursuant to that certain Lease Agreement dated July 30, 2007 for the Grocery Store Parcel.

C. Whereas Documedia, as owner of Parcel 1, is a Consenting Owner.

D. Whereas AFCU, as owner of Parcel 2, is a Consenting Owner.

E. Whereas, Section 15.6 of the Declaration provides that it may not be modified in any respect except with the unanimous consent of all Consenting Owners, which are parties to this Amendment.

F. Whereas, the parties desire to amend the Declaration to eliminate the restriction against bakeries in the Shopping Center on any parcel other than the Grocery Store Parcel.

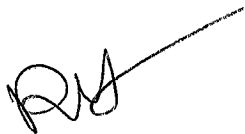
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereby amend the Declaration as follows:

1. **Amendment and Restatement of Section 13.1.1.** Section 13.1.1 of the Declaration is hereby amended and restated in its entirety as follows:

13.1.1 Grocery Store. As long as the Grocery Store Parcel is occupied by Declarant or Operator, or their successors and assigns, as a grocery store or supermarket, to the extent lawful, there shall not be operated in the Shopping Center, and no part of the Shopping Center shall be used for: (i) a grocery store, supermarket or convenience store selling grocery items for consumption off the premises, or a delicatessen, except that any and all of the foregoing may be operated on the Grocery Store Parcel; (ii) a pharmacy, except that the foregoing may be operated on the Grocery Store Parcel or, with the approval of the Consenting Owner of the Grocery Store Parcel, on another Parcel; (iii) a movie or other type of theater, massage parlor or adult or pornographic bookstore; or (iv) a flea market, dance hall, bar, gasoline or service station or for selling, storing or renting motor vehicles with outside display or storage; except that the provisions in this Section 13.1.1 shall not apply to: (a) the sale of restricted items (except for pornographic materials) when/if the sale of such items is incidental to and does not constitute more than 10% of the business of the seller; (b) an ice cream or frozen dessert store; or (c) a restaurant, including fast food and take-outs. No pharmacy may be operated anywhere in the Shopping Center other than on the Grocery Store Parcel, without the prior written consent of the Consenting Owner of the Grocery Store Parcel, which may be withheld or conditioned in its sole discretion. A pharmacy may be operated on the Grocery Store Parcel without the consent of the Owner or Consenting Owner of any other Parcel. The restrictions against a grocery store or supermarket and a pharmacy in the Shopping Center, except on the Grocery Store Parcel, shall terminate if the Grocery Store Parcel shall not be used as a grocery store or supermarket for twelve (12) consecutive months during the term of this Declaration.

2. **Interpretation.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed.

3. **Counterparts.** For convenience of the parties, this Amendment may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Signature pages from any counterpart may be assembled with signature pages from other counterparts, and a single original, with assembled signature pages, shall constitute a final, complete document and may be recorded.



4. **Effective Date.** This Amendment will take effect when recorded in the official records of Weber County, Utah.

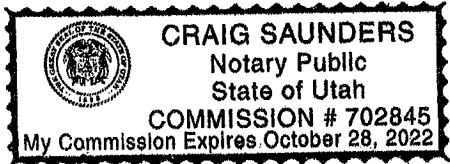
ENTERED INTO AND AGREED TO on the first date set forth above.

HAI North Ogden Marketplace, LLC,
a Utah limited liability company

By: [Signature]
Name: Robert D Harris
Its: member

STATE OF UTAH)
) ss
COUNTY OF Cache.)

The foregoing instrument was acknowledged before me this 30 day of March 2020 by Robert Harris, as the member of HAI North Ogden Marketplace, LLC, a Utah limited liability company.



[Signature]
Notary Public

Counterpart signature page to
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS
AND COMMON FACILITIES MAINTENANCE AGREEMENT

This counterpart signature page is attached to and forms part of that certain First Amendment to Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement that is dated as of the 9th day of March, 2020, and that relates to the Shopping Center in North Ogden, Weber County, Utah.

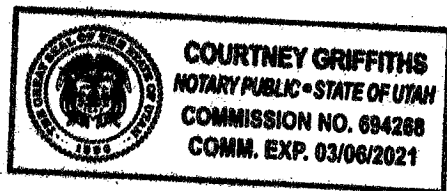
Dated this 9th day of March, 2020.

JLSCO, LLC,
a Utah limited liability company

By: [Signature]
Name: Jonathan Badger
Its: Managing Member

STATE OF UTAH)
)
COUNTY OF Cache) ss

The foregoing instrument was acknowledged before me this 9th day of March 2020 by Jonathan Badger, as the Managing Member of JLSCO, LLC, a Utah limited liability company.



[Signature]
Notary Public

Counterpart signature page to
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS
AND COMMON FACILITIES MAINTENANCE AGREEMENT

This counterpart signature page is attached to and forms part of that certain First Amendment to Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement that is dated as of the 11 day of MARCH, 2020, and that relates to the Shopping Center in North Ogden, Weber County, Utah.

Dated this 11 day of MARCH, 2020.

Documedia Learning Group Campus LLC,
a Utah limited liability company

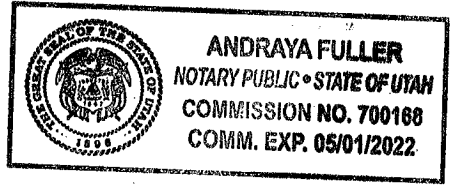
By: DAVID GORDON
Name: [Signature]
Its: PRESIDENT

Witnessed by Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement

STATE OF UTAH)
)
COUNTY OF Weber) ss

The foregoing instrument was acknowledged before me this 11 day of March 2020 by David Gordon, as the President of Documedia Learning Group Campus LLC, a Utah limited liability company.

[Signature]
Notary Public



Counterpart signature page to
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS
AND COMMON FACILITIES MAINTENANCE AGREEMENT

This counterpart signature page is attached to and forms part of that certain First Amendment to Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement that is dated as of the 24 day of March, 2020, and that relates to the Shopping Center in North Ogden, Weber County, Utah.

Dated this 24 day of March, 2020.

America First Credit Union,
a Utah nonprofit corporation

By: [Signature]
Name: Rex Pollo
Its: Exec VP/CFD



STATE OF UTAH)
) ss
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 23 day of March 2020 by Rex Pollo, as the Exec VP/CFD of America First Credit Union, a Utah nonprofit corporation.

[Signature]
Notary Public

Exhibit A
Legal Description of Property Subject to this Amendment

All of Lots 1, 2, 3, 4, 5 and 7 of the Acre's Subdivision, a part of Lots 42, 44, 45, 46 and 47, Plat "B" North Ogden Survey, a part of the Southeast Quarter of Section 29 and the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, as such plat is recorded in the records of the Weber County, Utah Recorder.