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Gary W. Ott
Recorder, Salt Lake County, UT
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Recording Requested By
And When Recorded Mail To:

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

PIN 27-19-430-022 through 27-19-430-025

Above Space for Recorder's Use Only

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

This Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions (this "**Amendment**") is made and entered into as of April 22nd, 2016 by SJ MARKETPLACE, LLC, a Delaware limited liability company, as Declarant.

RECITALS

A. Declarant executed that certain Declaration of Easements, Covenants, Conditions and Restrictions dated January 14, 2015 and recorded in the Official Records of Salt Lake County, Utah on January 22, 2015 as Entry No. 11980613 in Book 10290 at Page 5459, as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated August 11, 2015 and recorded in the Official Records of Salt Lake County, Utah on August 12, 2015 as Entry No. 12111037 in Book 10352 at Page 312 (collectively, 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 1 attached hereto.

B. Declarant desires to enter into this Amendment to document the grant subsequent to the Declaration of certain Future Exclusive Use Restrictions in accordance with Declarant's rights under Section 4.4.2 of the Declaration.

C. Immediately following the recordation of this Amendment, Declarant is conveying Lots 2B and 2C of the Retail Center to IREIT South Jordan Oquirrh Mountain, L.L.C., a Delaware limited liability company (with its successors and assigns, "**ISJ**"). Declarant desires in this Amendment to designate ISJ as Managing Agent and to approve the self-maintenance of the Common Areas of Lot 2D by the Owner of Lot 2D.

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. Additional Exclusive Use Restrictions. In accordance with Section 4.4.2 of the Declaration, the Declaration is amended to document the grant subsequent to the date of the Declaration of the Future Exclusive Use Restrictions set forth below in paragraphs (a), (b) and (c) of this Section 2. This Section 2 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 below in this Section 2 shall be binding upon the Occupants of each Parcel of the Retail Center (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 2 and the Future Exclusive Use Restrictions set forth in this Section 2 below shall not bind the CVS Parcel during the period in which the CVS Ground Lease is in effect. No Parcel of the Retail Center (excluding the CVS Parcel during the period in which the CVS Ground Lease is in effect) 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 Retail Center that is owned by Declarant at the time of such relocation, and the exclusive use restriction shall continue to apply to such new location:

(a) Standard Optical on Lot 2B. The operation of a business that primarily sells the same products as a Standard Optical retail store or that provides eye examinations. Such restriction shall not preclude the incidental sale of products or services. Incidental means that not more than ten percent (10%) of an Occupant's gross sales are derived from the sale of products or services included in the restriction set forth in the first sentence of this paragraph.

(b) Pro Do Blow Dry Bar on Lot 2B. The operation of a specialty dry bar hair salon.

(c) Benjamin Moore Paints on Lot 2D. The wholesale or retail sale of paint, architectural coatings, paint products, window treatments, wall coverings and floor coverings. Such restriction shall not be applicable to the sale of paint for hobby projects, arts and crafts, or toys. Such restriction also shall not be applicable to incidental sales of window treatments, wall coverings and floor coverings, with "incidental sales" meaning the use of not more than twenty percent (20%) of the floor area of the Occupant's space for the display of such items.

3. Designation as Managing Agent. Declarant hereby designates ISJ as Managing Agent under the Declaration. By accepting conveyance of Lots 2B and 2C from Declarant, ISJ shall be deemed to have accepted its designation as Managing Agent under the Declaration.

4. Self-Maintenance of Lot 2D. Pursuant to Section 8.2 of the Declaration, until such time as the Owner of Lot 2D notifies Managing Agent that it no longer elects to self-maintain the Common Areas on Lot 2D, the Owner of Lot 2D shall be responsible, at such Owner's sole cost and expense, for

performing all of Managing Agent's responsibilities under the Declaration with respect to the maintenance, repair and replacement of the Common Areas located on Lot 2D in accordance with the standards and requirements set forth in the Declaration. In acknowledgment of such self-maintenance, notwithstanding any contrary provision of Section 8.3 of the Declaration, the Owner of Lot 2D shall not be required to share in Common Areas Expenses pursuant to Section 8.3 of the Declaration. If the Owner of Lot 2D notifies Managing Agent that it no longer elects to self-maintain the Common Areas of Lot 2D, then at such time Managing Agent shall re-assume such duties and the Owner of Lot 2D shall once again be obligated to pay its pro rata share of Common Area Expenses as determined in accordance with Section 8.3.2 of the Declaration.


5. 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 date first set forth above.

SJ MARKETPLACE, LLC,
a Delaware limited liability company

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

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, 2018 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 RETAIL CENTER

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

LOTS 2A, 2B, 2C AND 2D OF THAT CERTAIN PLAT ENTITLED "OQUIRRH MOUNTAIN MARKETPLACE AMENDED", WHICH PLAT WAS 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.