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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 5 P.

When Recorded, Mail To:

Lake Park Property Owners Company  
c/o Suburban Land Reserve, Inc.  
Attn: Aaron Weight  
79 S. Main Street, Suite 500  
Salt Lake City, Utah 84111

Tax Parcel No.: \_\_\_\_\_

*Space Above this Line for Recorder's Use Only*

**THIRD AMENDMENT  
TO  
MASTER DECLARATION  
OF  
EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR  
LAKE PARK CORPORATE CENTRE**

THIS THIRD AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAKE PARK CORPORATE CENTRE (this "Third Amendment") is executed this 17<sup>th</sup> day of February 2020, by Lake Park Property Owners Company, a Utah nonprofit corporation (the "Company"), in contemplation of the following facts and circumstances:

A. That certain Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre dated February 1, 1996, was recorded February 6, 1996 as Entry No. 6274549 in Book 7325, beginning at Page 0615, in the Official Records of the Salt Lake County Recorder (the "Original Declaration").

B. The Original Declaration was amended and supplemented by that certain (i) First Amendment and Supplement to Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre, dated September 10, 2001, and recorded October 12, 2001, as Entry No. 8028521, in Book 8510, beginning at Page 7400, in the Official Records of the Salt Lake County Recorder (the "First Amendment"), and (ii) Second Amendment to Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre, dated July 2, 2009, and recorded September 2, 2009, as Entry No. 10790211, in Book 9760, beginning at Page 2605, in the Official Records of the Salt Lake County Recorder (the "Second Amendment," with the Original Declaration and the First Amendment, is collectively referred to herein as the "Declaration").

C. The Declaration constitutes easements, covenants, and restrictions which, prior to the recording of this Third Amendment encumber certain real property located in West Valley City, Salt Lake County, State of Utah, which real property is described on Exhibit "A" attached hereto and incorporated herein by reference, and which real property is defined in the Declaration as the "Property."

D. To facilitate the ongoing administration of the Company, Declarant, with the consent of the Company and its Owners, hereby executes and intends to record this Third Amendment for the purpose of amending the Declaration as further provided below.

4828-4588-8369

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the same meanings given to such terms in the Declaration.

2. Amendment to Section 1, Defined Terms. Section 1 of the Original Declaration is hereby amended to include the following as Section 1.50:

Unless expressly stated otherwise, for purposes of this Declaration, a "quorum" means the total number of Members in attendance at any meeting where notice materially meets the requirements hereunder in which the Company desires to take any action permitted pursuant to the Declaration, which total number shall include the total number of Members' mail in votes, proxies of Members, and any other representation of votes as allowed pursuant to Utah law.

3. Amendment to Section 8.4, Voting. Section 8.4 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

Each Member shall be entitled to vote on all matters brought before the Members for a vote thereon. The affirmative vote of the majority of a quorum shall be the act of all the Members, unless the act of a greater number is expressly required herein, the Articles of Incorporation of the Company, Bylaws, or by law. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot. Any Owner may, by written notice to the Company, transfer its voting rights to its Mortgagee or to the Occupant of such Owner's Parcel. Such transfer shall be effective until notice revocation of such transfer signed by said Owner shall be received by the Company. No such transfer shall relieve an Owner of any obligation under this Declaration.

4. Amendment to Section 8.7, Meetings. Section 8.7 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

There shall be a meeting of the Members of the Company not less often than once each calendar year; provided, however, that a meeting of the Members may also be called by the Board or upon the written request of Members which shall be entitled to cast at least one-third (1/3) of the total votes of the Company. A meeting of the Members shall be held at such time and place within Salt Lake County, State of Utah, as shall be designated by the Board. In the event the Board shall receive a written request for a meeting from at least one-third (1/3) of the total votes of the Company, within ten (10) days of the date of the receipt of such request, the Board shall set the date, time and location of such meeting and such meeting shall be held within thirty (30) days of the date of such request. A quorum shall be present for any meeting to take any proposed action under this Declaration. Unless expressly set forth to the contrary in the Declaration or required to comply with applicable law, a simple majority of such quorum shall be sufficient to conduct business, including, without limitation, passing motions, taking actions, or levying assessments, at such meeting. The Members so present may adjourn the meeting to a date which shall not be less than ten (10) days or

more than thirty (30) days from that date. Notice of such adjournment and the date to which the meeting shall have been adjourned shall be given to all Members present at the current meeting. Any meeting can be rescheduled as many times as may be required to eventually permit the business of the meeting to be conducted.

5. Amendment to Section 15.2, Amendment. Section 15.2 of the Original Declaration is hereby amended to include the following:

Notwithstanding anything to the contrary herein, so long as Declarant owns any Parcel subject to this Declaration, or maintains ownership in any additional property permitted to be annexed into and become a part of the Project (as may be permitted in the Declaration), Declarant's rights and powers, as set forth in the Declaration, cannot be amended or limited without the written consent of Declarant.

6. Certification of Adoption. The undersigned officer of the Company does hereby certify that a vote of the Owners has been properly taken as required by the Declaration at a meeting duly called in accordance with the Bylaws of the Company, and that this Third Amendment has been duly adopted in accordance with procedures set forth in the Declaration.

7. Effective Date. This Third Amendment shall be effective as of the date of the recordation hereof in the official records of the Salt Lake County Recorder, State of Utah.

*[Signature Page Follows]*

This Third Amendment has been prepared and approved in a joint effort between Declarant, and the Board of Directors of the Company.

COMPANY: LAKE PARK PROPERTY OWNERS COMPANY,  
a Utah nonprofit corporation

By: Randy T. Morris

Name: RANDY T. MORRIS

Its: PRESIDENT

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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2020, by Randy Morris, who did swear to me that he is the President of Lake Park Property Owners Company, a Utah nonprofit corporation.

[Signature]  
Notary Public

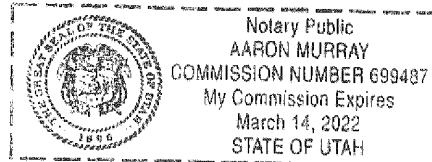


EXHIBIT "A"

[Legal Description]

That certain real property located in Salt Lake County, State of Utah, described as follows:

Beginning at the West Quarter Corner of Section 19, Township 1 South, Range 1 West, S.L.B. & M. and running thence South 89°56'44" East 1324.162 feet along the Quarter Section Line; thence North 00°00'48" West 1326.947 feet; thence South 89°51'44" East 1323.805 feet; thence South 00°01'44" East 1325.022 feet to the Center of said Section 19; thence South 89°50'53" East 725.141 feet along the quarter section line; thence Southeasterly 299.695 feet along a 2719.00 foot radius curve to the right (long chord bears South 86°41'25" East 299.543 feet); thence Southeasterly 299.695 feet along a 2719.00 foot radius curve to the left (long chord bears South 86°41'25" East 299.543 feet); thence South 89°50'53" East 680.246 feet; thence North 33.000 feet; thence South 89°50'53" East 603.056 feet along the north line of the Timbercrafts of Utah property to the westerly right-of-way line of the West Valley Highway (now known as the Bangerter Highway); thence along said right-of-way for the following ten courses:

1. South 73.166 feet,
2. North 89°56'46" East 247.398 feet,
3. Southeasterly 269.60 feet along a 2939.790 foot radius curve to the left (chord bears South 22°54'14" East 269.506 feet),
4. South 25°31'52" East 2274.088 feet,
5. South 33°14'24" West 49.204 feet,
6. North 83°21'06" West 32.420 feet,
7. South 06°38'54" West 1.750 feet,
8. South 07°04'18" West 106.250 feet,
9. South 82°55'42" East 151.580 feet,
10. South 25°31'52" East 124.068 feet to the South line of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian;

thence North 89°54'41" West 763.407 feet along said South line; thence South 00°04'49" East 1322.801 feet; thence North 89°57'39" West 660.841 feet; thence South 89°58'16" West 5294.850 feet; thence South 89°50'57" West 894.800 feet; thence North 2528.173 feet to the South line of Riter Canal property; thence North 88°49'17" East 428.575 feet along said Canal property; thence South 72°50'11" East 486.997 feet along said Canal property; thence North 00°01'00" West 1590.756 feet along the West line of said Section 19, to the point of beginning. Contains 27,949,916 Sq.Ft., or 641.64178 Acres.

4828-4588-8369, v. 1