

After Recording Return to:

Burt R. Willie
SMITH KNOWLES, P.C.
2225 Washington Blvd. Suite 220
Ogden, Utah 84401

**SECOND AMENDMENT TO THE FOURTH AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
Park Shadows Condominiums
In Davis County, Utah

This Second Amendment to the Fourth Amended & Restated Declaration of Covenants, Conditions and Restrictions for Park Shadows Condominiums (hereinafter "Second Amendment") hereby amends that certain Fourth Amended & Restated Declaration of Covenants, Conditions and Restrictions for Park Shadows Condominiums, as amended, recorded on May 12, 2003 in the Davis County Recorder's Office as Entry No. 1864658 ("Declaration") and is adopted by the Board of Trustees ("Board") for Park Shadows Owners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS:

(A) This Second Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property"):

(B) On or about September 24, 1996, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums ("Enabling Declaration") was recorded in the Davis County Recorder's Office as Entry No. 1275913.

(C) On or about September 24, 1996, a Boundary Description of Phase 1 of Park Shadows Condominiums was recorded in the Davis County Recorder's Office as Entry No. 1275912 ("Phase 1 Boundary Description").

(D) On or about July 22, 1997, the Amended Declaration of Covenants Conditions and Restriction and Reservations of Easements of Park Shadows Condominiums was recorded in the Davis County Recorder's Office as Entry No. 1336171 ("First Amended Declaration").

(E) On or about July 22, 1997, a Boundary Description of Phase 2 of Park Shadows Condominiums was recorded in the Davis County Recorder's Office as Entry No. 1336170 ("Phase 2 Boundary Description").

(F) On or about August 4, 1999, a Boundary Description of Phase 3 of Park Shadows Condominiums was recorded in the Davis County Recorder's Office as Entry No. 31536879 ("Phase 3 Boundary Description").

(G) On or about December 9, 1999, the Second Amended Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums ("Second Amended Declaration") was recorded in the Davis County Recorder's Office as Entry No. 1563216.

(H) On or about January 8, 2001, the Third Amended Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums ("Third Amended Declaration") was recorded in the Davis County Recorder's Office as Entry No. 1632849.

(I) On or about January 8, 2001, a Boundary Description of Phase 4 of Park Shadows Condominiums was recorded in the Davis County Recorder's Office as Entry No. 1632848 ("Phase 4 Boundary Description").

(J) On or about May 12, 2003, the Fourth Amended & Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums ("Fourth Amended Declaration") was recorded in the Davis County Recorder's Office as Entry No. 1864658.

(K) On or about September 16, 2004, the Amended to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominium Phase Nos. One, Two, Three and Four ("Rental Amendment") was recorded in the Davis County Recorder's Office as Entry No. 2018177.

(L) The Members of the Association previously and properly adopted and approved this Rental Amendment, restriction or prohibition on September 16, 2004, and the Association specifically, pursuant to Utah Code § 57-8-10.1(6)(iii), does not desire to modify, amend or adopt a new or different rental restriction or prohibition. Instead, the Rental Amendment will continue in full force and effect and is not affected by this Second Amendment.

CERTIFICATION

By signing below, the Board hereby certifies that the Association has obtained the approval or written consent of Owners holding at least sixty-seven percent (67%) of the total votes of the Association, as required by Article TWELVE, Section 3 of the Declaration and the Utah Condominium Ownership Act, approving and consenting to the recording of this Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of Trustee of the Association hereby makes and executes this Second Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Declaration, and subsequent amendments, remain in full force and effect without modification, specifically including the Rental Amendment.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, with the exception of the Rental Amendment, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

AMENDMENTS

5. Article FIVE, Section 4, "Notice and Quorum of Any Action Authorized under Sections 1 and 3" is hereby deleted in its entirety and replaced with the following, which provisions shall also control over any conflicting notice or quorum requirement set forth in any existing bylaws for the Association:

5.1 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

5.2 **Quorum.** The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least thirty percent (30%) of total votes of the Association shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

6. Article TWELVE, Section 3, "Amendment" is hereby deleted in its entirety and replaced with the following:

At any time while the Declaration is in effect, the covenants therein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the total votes of the Association. No meeting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

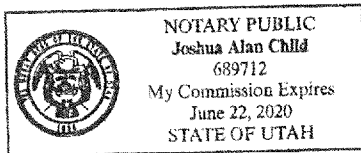
Park Shadows Owners Association, Inc., a Utah non-profit corporation

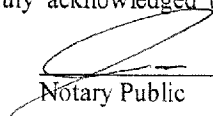


By: _____
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Davis)

On this 30 day of August, 2018, personally appeared before me Aileen Freckleton, who being by me duly sworn, did say that he/she is a member of the Board of Trustees for Park Shadows Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.





Notary Public

Exhibit A
Legal Description

PHASE 1:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF 200 WEST STREET (A 66 FT. WIDE ROAD) WHICH POINT IS S0°07'52"E 287.00 FT. ALONG SAID EAST LINE OF 200 WEST STREET FROM THE NORTHWEST CORNER OF LOT 2, BLOCK 9, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY SAID POINT OF BEGINNING BEING ALSO S 0°08'40"E 199.01 FT. ALONG THE SECTION LINE AND S 89°34'30"E 1,701.61 FT. ALONG THE CENTERLINE OF 1000 NORTH STREET (A 66 FT. WIDE ROAD) TO AN EXISTING BRASS MONUMENT AND S 0°07'52"E 320.00 FT. ALONG THE CENTERLINE OF SAID 200 WEST STREET AND S 89°33'29"E 33.00 FT. FROM THE NORTHWEST CORNER OF SECTION 19, T.2N., R.1E., S.L.B. & M. AND RUNNING THENCE S 89°33'29" E 396.31 FT.; THENCE S 5°00'00"W 148.00 FT.; THENCE S 14°30'00"W 161.60 FT.; THENCE S 89°52'08"W 106.60 FT.; THENCE NORTHERLY 113.59 FT. ALONG THE ARC OF A 981.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 6°38'04" (RADIUS POINT BEARS N 86°09'40"W FROM THE BEGINNING OF THE CURVE) THENCE S 89°52'08"W 85.94 FT.; THENCE N 0°07'52"W 17.70 FT.; THENCE N 89°33'29"W 13.64 FT.; THENCE N 0°07'52"W 74.50 FT.; THENCE N 89°33'29"W 74.76 FT.; THENCE SOUTHWESTERLY 18.82 FT. ALONG THE ARC OF 50.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°33'54" (RADIUS POINT BEARS S 0°26'31"W FROM THE BEGINNING OF THE CURVE); THENCE SOUTHWESTERLY 18.82 FT. ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°33'54" (RADIUS POINT BEARS N 21°07'23"W FROM THE BEGINNING OF THE CURVE); THENCE N 89°33'29"W 25.76 FT.; THENCE N 0°07'52"W 107.50 FT. ALONG SAID EAST LINE OF 200 WEST STREET TO THE POINT OF BEGINNING.

CONTAINING: 1.7280 ACRES

Parcel Nos.: 03-159-0001 through 03-159-0017

PHASE 2:

BEGINNING AT THE SOUTHWEST CORNER OF PARK SHADOWS CONDOMINIUMS PHASE 1 IN BOUNTIFUL CITY, DAVIS COUNTY, UTAH, WHICH POINT IS S 0°07'52"E 481.21 FT. ALONG THE EAST BOUNDARY OF 200 WEST STREET (A 66 FT. WIDE ROAD) AND N 89°52'08"E 151.00 FT. FROM THE NORTHWEST CORNER OF LOT 2, BLOCK 9, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID POINT OF BEGINNING BEING ALSO S 0°08'40" E 730.07 FT. ALONG THE SECTION LINE AND N 89°52'08"E 1,885.40 FT. FROM THE NORTHWEST CORNER OF SECTION 19, T.2N., R.1E., S.L.B.&M. AND RUNNING THENCE ALONG THE BOUNDARY OF SAID PARK SHADOWS PHASE 1 IN THE FOLLOWING THREE COURSES: N 89°52'08"E 85.94 FT., SOUTHERLY 113.59 FT. ALONG THE ARC OF A 981.00 FT. RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°38'04" (CHORD BEARS S 0°31'18"W 113.53 FT.), N 89°52'08"E 106.60 FT.; THENCE S 3°17'13"W 36.85 FT.; THENCE S

17°00'00"E 84.87 FT.; THENCE SOUTHWESTERLY 18.32 FT. ALONG THE ARC OF A 130.00 FT. RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°04'25" (CHORD BEARS S 75 °57'47"W 18.30 FT.); THENCE S 80 °00'00"W 66.91 FT.; THENCE SOUTHWESTERLY 21.17 FT. ALONG THE ARC OF A 15.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80 °51'30" (CHORD BEARS S 39°34'15"W 19.46 FT.) THENCE S 0 °51'30"E 73.49 FT.; THENCE N 80 °14'08"E 73.14 FT.; THENCE S 74 °58'29"E 60.20 FT.; THENCE S 15 °01'31"W 249.48 FT. ALONG THE WEST BOUNDARY OF THE HOLBROOK SUBDIVISION; THENCE N 89 °33'29"W 183.50 FT.; THENCE N 0°07'52"W 578.30 FT. TO THE POINT OF BEGINNING.
CONTAINING: 2.2920 ACRES

Parcel Nos.: 03-164-0019 through 03-164-0047

PHASE 3:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF 1000 NORTH STREET (A 66 FT. WIDE ROAD) WHICH POINT IS S 0°08'40"E 199.01 FT. ALONG THE SECTION LINE AND S 89°34'30"E 1,701.61 FT. ALONG SAID 1000 NORTH STREET TO AN EXISTING MONUMENT IN THE INTERSECTION OF SAID 1000 NORTH STREET AND 200 WEST STREET AND S 89°33'29"E; 581.33 FT. ALONG SAID 1000 NORTH STREET AND S 0°26'31"W. 33.00 FT. FROM THE NORTHWEST CORNER OF SECTION 19, T.2N., R.1E. S.L.B. & M., SAID POINT OF BEGINNING BEING ALSO S 89°33'29"E 547.99 FT. ALONG THE SOUTH BOUNDARY OF SAID 1000 NORTH. STREET FROM THE NORTHWEST CORNER OF LOT 2 BLOCK 9 NORTH MILL CREEK PLAT B.T.S. AND RUNNING THENCE S 89°33'29"E 72.33 FT. ALONG SAID SOUTH BOUNDARY OF 1000 NORTH STREET; THENCE S 15°01'31"W 843.69 FT. ALONG THE WEST BOUNDARY OF BLOCK 2 CHAPEL SUBDIVISION PLAT A; THENCE ALONG THE BOUNDARY OF PARK SHADOWS CONDOMINIUMS PHASE 2 IN THE FOLLOWING EIGHT COURSES: N 74°58'29"W 60.20 FT. S 80°14'08"W 73.14 FT. , N 0°51'30"W 73.49 FT., NORTHEASTERLY 21.17 FT. ALONG THE ARC OF A 15.00 FT. RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°51'30" (CHORD BEARS N 39°34'15"E 19.46 FT.), N80°00'00"E 66.9.1 FT. NORTHEASTERLY 18.32 FT. ALONG THE ARC OF A 130.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°04'26" (CHORD BEARS N 75°57'47"E 18.30 FT.) N 17°00'00"W 84.87 FT., N 3°17'13"E 36.85 FT.; THENCE ALONG THE BOUNDARY OF PARK SHADOWS CONDOMINIUMS PHASE 1 IN THE FOLLOWING TWO COURSES; N 14°30'00"E 161.60 FT., N 0°00'00"E 148.00 FT.; THENCE ALONG THE BOUNTIFUL MASONIC TEMPLE ASSOCIATION PROPERTY IN THE FOLLOWING TWO COURSES: S 89°33'29"E 74.15 FT., N 15°01'31"E 296.54 FT. TO THE POINT OF BEGINNING.
CONTAINING 1.9262 ACRES.

Parcel Nos.: 03-182-0025 through 03-182-0031; and 03-182-0047 through 03-182-0051

PHASE 4:

BEGINNING AT THE SOUTHWEST CORNER OF PARK SHADOWS CONDOMINIUMS PHASE 1 WHICH POINT IS S 0°07'52"E 394.50 FT. ALONG THE EAST LINE OF 200 WEST STREET (A 66-FT. WIDE ROAD) FROM THE NORTHWEST CORNER OF LOT 2 BLOCK 9, NORTH MILLCREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID POINT OF BEGINNING BEING ALSO S 0°08'40"E 199.01 FT. ALONG THE SECTION LINE AND S 89°34'30"E 1,701.61 FT. ALONG THE CENTERLINE OF 1000 NORTH STREET (A 66 FT. WIDE ROAD) TO AN EXISTING BRASS MONUMENT AND S 0°07'52"E 427.50 FT. ALONG THE CENTERLINE OF SAID 200 WEST STREET AND S 89°33'29"E 33.00 FT. FROM THE NORTHWEST CORNER OF SECTION 19, T.2N., R.1E. S.L.B. &M. AND RUNNING THENCE ALONG THE BOUNDARY OF PARK SHADOWS PHASE 1 IN THE FOLLOWING FIVE COURSES: S 89°33'29"E 25.78 FT., NORTHEASTERLY 18.82 FT. ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°33'54" (CHORD BEARS N 79°39'34"E 18.71 FT.) NORTHEASTERLY 18.82 FT. ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°33'54" (CHORD BEARS N 79°39'34"E 18.71 FT.) S 89°33'29"E 74.76 FT., S 0°07'52"E 74.50 FT.; THENCE N 89°33'29"W 137.37 FT.; THENCE N 0°07'52"W 67.50 FT. ALONG THE EAST BOUNDARY OF 200 WEST STREET TO THE POINT OF BEGINNING.
CONTAINING 0.2278 ACRES

Parcel Nos.: 03-196-0007 and 03-196-0008