

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.

11621668
4/19/2013 9:30:00 AM \$33.00
Book - 10129 Pg - 901-912
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 12 P.

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "**Amendment**") is made and entered into effective as of April 15, 2013 (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 October 18, 2012 as Instrument No. 11494534 in Book 10067 at Page 5293 in the Recorder's Office, as amended by that certain Second Amendment to Declaration which was recorded on February 7, 2013 as Instrument No. 11573196 in Book 10106 at Page 665 in the Recorder's Office (as amended, 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.

WHEREAS, Declarant is the owner of all of the Retail Lots, LodgePros is the owner of the Hotel Lot and Arbor Gardner is the sole owner of the Arbor Gardner Parcel.

WHEREAS, the parties hereto desire to enter into this Amendment to remove a portion of the Arbor Gardner Parcel from the covenants, conditions and restrictions set forth in the Declaration so that, from and after the date hereof, such portion of the Arbor Gardner Parcel shall no longer be subject to the terms of the Declaration.

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. Removal of Arbor Gardner Parcel. The portion of the Arbor Gardner Parcel described as "Lot 10 of the View 72 Retail Subdivision Plat" is hereby removed from the definition of the Arbor Gardner Parcel and such real property shall no longer be subject to the terms of the declaration. The legal description of the Arbor Gardner Parcel attached as Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with Exhibit "C" attached to this Amendment.

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.


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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: 
Name: Glenn C. Gardner
Its: Manager

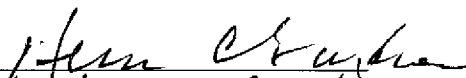
ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company

By: 
Name: Cory Gust
Its: Member

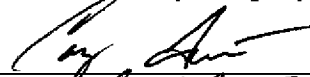
"Arbor Gardner"

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: 
Name: Glenn Gardner
Its: Manager

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

By: 
Name: Cory Gust
Its: Member

"LodgePros"

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

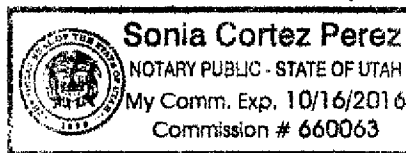
By: 
Name: Jeff Stockert
Its: President

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

On this 16 day of April, 2013, 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.

[Signature]
NOTARY PUBLIC
Residing at: DAVIS COUNTY

My Commission Expires: 10-16-16

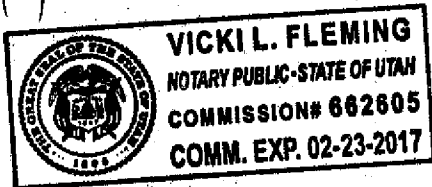


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 15th day of April, 2013, personally appeared before me Cory Gust
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.

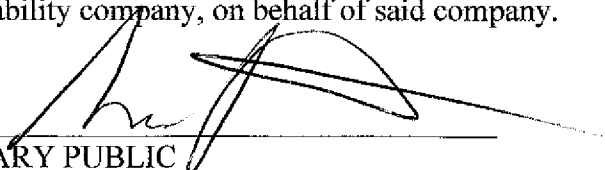
[Signature]
NOTARY PUBLIC
Residing at: Draper UT

My Commission Expires:
2/23/17



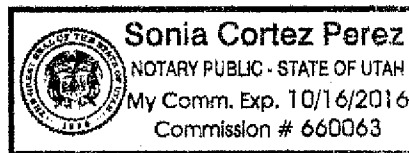
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 16 day of April, 2013, personally appeared before me KEM GARDNER
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: DAVIS COUNTY

My Commission Expires: 10-16-16



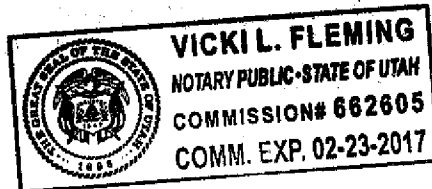
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 15th day of April, 2013, personally appeared before me Corey 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.



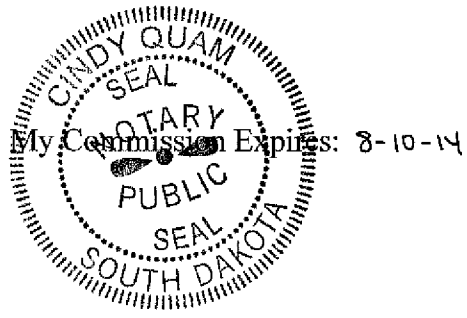
NOTARY PUBLIC
Residing at: Draper UT

My Commission Expires:
2/23/17



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

On this 15th day of April, 2013, personally appeared before me Jeff Stockert,
the President of LODGEPROS VIEW 72, LLC, a South Dakota limited
liability company.



Cindy Quam
NOTARY PUBLIC
Residing at: Aberdeen, SD

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 AMENDED
ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE
SALT LAKE COUNTY RECORDER

Tax Parcel No(s): 21-26-277-008; 21-26-277-009; 21-26-277-010; 21-26-277-012; 21-26-277-
013; 21-26-277-014; 21-26-278-005; 21-26-278-006

EXHIBIT "B"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Hotel Lot

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

Tax Parcel No(s): 21-26-278-006

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, LESS AND EXCEPTING THAT PORTION OF LOT 1 CONVEYED TO MIDVALE CITY PURSUANT TO THAT CERTAIN WARRANTY DEED TO MIDVALE CITY RECORDED ON MARCH 7, 2013 AS INSTRUMENT NUMBER 11592023 IN BOOK 10115 AT PAGE 1015 OF THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No 21-26-202-004

ALL OF 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 21-26-276-003

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: SHAWN NIELSON

Title: SVP

State of Utah
County of Salt Lake ss.

The foregoing instrument was acknowledged before me on April 18, 2013, by Shawn Nielson, senior vice president of Wells Fargo Bank, National Association.

[Signature]
Notary Public

4815-2206-6963, v. 1

