

**THIRD AMENDMENT TO THE
DECLARATION
OF CONDOMINIUMS
OLD MILL COURT**

This THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUMS OLD MILL COURT is made and executed on the date set forth below and shall be effective upon recording with the Salt Lake County Recorder.

RECITALS

- A. Certain real property in Salt Lake County known as Old Mill Court Condominiums was subjected to certain covenants, conditions, and restrictions as contained in the "Declaration of Condominiums Old Mill Court", recorded in the Recorder's Office for Salt Lake County, Utah on August 30, 2001 as Entry No. 7989235 ("Original Declaration").
- B. The Original Declaration was first amended by the "Second Supplemental Declaration of Condominiums of Old Mill Court (Corrected)", recorded in the Recorder's Office for Salt Lake County, Utah on December 6, 2001 as Entry No. 8083832.
- C. The Original Declaration was next amended by the "Amendment to the Declaration of Condominiums Old Mill Court", recorded in the Recorder's Office for Salt Lake County on December 24, 2009 as Entry No. 10866132.
- D. The Original Declaration was next amended by the "Second Amendment to the Declaration of Condominiums Old Mill Court", recorded in the Recorder's Office for Salt Lake County on May 14, 2014 as Entry No. 11848746.
- E. The Original Declaration together with the amendments noted above shall be referred to herein as the "Declaration".
- F. Section 16.3 of the Declaration provides that it may be amended upon the vote of at least 67% of the votes in the Old Mill Court Condominium Association ("Association").
- G. At least 67% of the votes in the Association has approved the following amendments.

AMENDMENTS

Amendment One

Article 2, Section 2.4 of the Declaration is hereby amended to read as follows:

2.4 Agent for Service of Process. The Registered Agent listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code shall be the person to receive service of process for the Association pursuant to §57-8-10(2)(d)(iii) of the Act, unless such time as the Board of Directors appoints a new agent. The Board may execute and record a Supplemental Declaration solely for the purpose of changing the Agent for Service of Process at anytime and without satisfying the procedures otherwise required for a Supplemental Declaration.

Amendment Two

Article 5, Section 5.4 of the Declaration is hereby amended to read as follows:

5.4 Board of Directors. The governing body of the Association shall be the Board of Directors elected pursuant to the Bylaws. The Board shall consist three (3) members. Except as otherwise provided in this Declaration, the Bylaws, or Association Rules, the Board may act in all instances on behalf of the Association. The Board may, as it deems appropriate, adopt, amend, and repeal Association rules and regulations.

Amendment Three

Article 15, Section 15.11 of the Declaration is hereby amended to read as follows:

15.11 Notices. Any notice to be given to an Owner, a Lender, or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be delivered personally, by email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit or posted on the front door of the Unit. Any notice so deposited in the mail shall be deemed delivered when deposited in the United States mail. Any notice delivered by email shall be deemed delivered when sent to the email address registered with the Association. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

(b) Notice to a Lender shall be delivered by first class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the

purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered upon deposit.

(c) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, or to any Lender or Lenders, in any manner that this Section 15.11 allows, shall be deemed conclusive proof of such mailing or delivery.

(d) Notice to the Association shall be delivered by registered or certified United States mail, postage prepaid, addressed to the office of the Manager of the Association (if any) or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any) or if there is none, to the statutory agent of the Association. The Association shall, however, have the right to designate a successor or substitute address for receipt of notices hereunder by filing a Supplemental Declaration and such Supplemental Declaration may be filed for this purpose alone upon approval of the Management Committee.

Amendment Four

Article 16 of the Declaration is hereby amended to read as follows:

16.1 General Amendment Requirements. Amendments to this Declaration shall be proposed by either a majority of the Management Committee or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Except as otherwise provided herein, this Declaration may only be amended upon the affirmative vote of at least sixty-six percent (66%) of the voting interests of the Association. If a Unit is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required.

16.2 Execution of Amendments. Any amendment(s) shall be effective upon recordation with the Salt Lake County Recorder. In such instrument the President or other authorized officer shall execute said amendment on behalf of the Association and certify that the vote required by this Section for amendment has occurred.

CERTIFICATION

OLD MILL COURT CONDOMINIUM ASSOCIATION, INC.

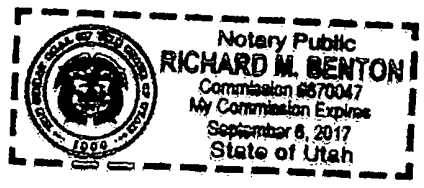
By: *Scott Sankovic*

Its: President

State of Utah)
):ss
County of Utah)

On this 07 day of July, 2016, personally appeared before me D Scott Sankovic, who being by me duly sworn, did say that he/she is the President of the Old Mill Court Condominium Association, Inc.; that the foregoing amendments were approved by at least 67% of the Association's voting interests; and that the foregoing information is true and accurate to the best of his/her knowledge.

Richard M. Benton
NOTARY PUBLIC



By: [Signature]
Its: Secretary

State of Utah)
);ss
County of Utah)

On this 07 day of July, 2016, personally appeared before me TASHA RADMAN, who being by me duly sworn, did say that he/she is the Secretary of the Old Mill Court Condominium Association, Inc.; that the foregoing amendments were approved by at least 67% of the Association's voting interests; and that the foregoing information is true and accurate to the best of his/her knowledge.

[Signature]
NOTARY PUBLIC



EXHIBIT A

Parcel Numbers

Each of the 38 Condominium Units and Common Area (39 Total Parcels) within the Old Mill Court Condominiums Project.

The Salt Lake County Parcel numbers within the Old Mill Court Condominiums are as follows:

16192840010000 through 16192840390000