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Rhonda Francis Summit County Recorder

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By ROSING DAVIDSON

Electronically Recorded

**FOURTH AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
CRESTVIEW CONDOMINIUMS**

This FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS (this "Fourth Amendment") is made and executed by Crestview Condominium, a Utah non-profit corporation (the "Association").

**RECITALS**

A. The DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS, was recorded on November 30, 2020 in the Summit County Recorder's office as Entry No. 00577643, in Book 01343, beginning at page 00833 (the "Declaration");

B. The FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on December 7, 2000, in the Summit County Recorder's office as Entry No. 00578143, in Book 01344, beginning at page 00983;

C. The SUPPLEMENT CONCERNING ADDITIONAL LAND TO DECLARATION OF CONDOMINIUM OF THE CRESTVIEW CONDOMINIUMS was recorded on May 29, 2001, in the Summit County Recorder's office as Entry No. 00589894, in Book 013773, beginning at page 00725, thereby expanding the condominium project;

D. The SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on October 29, 2001, in the Summit County Recorder's office as Entry No. 00601899, in Book 01405, beginning at page 01163;

E. The THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on October 31, 2011, in the Summit County Recorder's office as Entry No. 00933117, in Book 2101, beginning at page 1266;

F. Section 18.03 of the Declaration, as amended, authorizes amendment of the Declaration upon the affirmative vote of unit owners holding at least sixty-seven percent (67%) of the total votes in the Association;

G. The Association now desires to further amend the Declaration as set forth below for the benefit of its members and the Crestview Condominium project;

H. As evidenced by this instrument, the Association has obtained the requisite approval necessary to effectuate this Fourth Amendment.

**NOW, THEREFORE**, pursuant to the foregoing, the Association, acting by and through its duly elected Management Committee, hereby makes and executes the following amendment to the Declaration, which shall be effective as of the date of recording of this instrument. Unless otherwise defined herein, capitalized terms in this Fourth Amendment are defined in the Declaration.

### AMENDMENT

The following Article is hereby added to the Amended Declaration:

#### ARTICLE XXII REINVESTMENT FEE COVENANT

Consistent with Utah Code § 57-1-46, the Association may require the transferee/buyer or the transferor/seller to pay a fee related to the transfer of a Unit (a "Reinvestment Fee") in an amount to be determined by the Management Committee and allowed by law not to exceed one half percent (0.5%) of the value of the Unit. For purposes of this Article XXII, a transfer shall mean and refer to any change in the ownership of the Unit as reflected in the Office of Recorder for Summit County, Utah, regardless of whether it is pursuant to the a sale of the Unit or other conveyance. The amount of the Reinvestment Fee shall be set forth by the Management in the Rules and Regulations, consistent with Utah Code Ann. § 57-1-46 or in the Notice of Reinvestment Fee Covenant. The value of the Unit for purposes of this article shall be the higher of: (a) the purchase price paid for the Unit related to the transfer; (b) the value of the Unit as determined by the property tax assessor as of the date of the transfer of title; or (c) the value of the Unit as of the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Management Committee) and paid for by the Association using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Association.

This reinvestment fee covenant may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) a transfer to a trust of which the transferor is a trustee or beneficiary, or to another entity owned by the transferor for financial and/or estate planning purposes; or (f) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest Association's costs directly related to the transfer of the burdened property, not to exceed \$250 or such other amount as may be established by law.

The Association shall have authority to record any notice required by law to effectuate this provision. The Association shall have the authority to enact

Rules and Regulations that may include: (a) requirements for Owners to provide sales and transfer documents; (b) requirements for the timing of responses to requests, such as the selection of the appraiser; (c) default provisions if no selection is made such as allowing the Association to select the appraiser; and (d) other procedural requirements and rules as the Management Committee deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

All other provisions of the Declaration, as heretofore amended, shall remain unchanged and in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Management Committee has obtained the approval of Owners holding at least sixty-seven percent (67%) of the total votes in the Association necessary for the adoption of the above Fourth Amendment.

CRESTVIEW CONDOMINIUMS, a Utah nonprofit corporation

BY: [Signature]

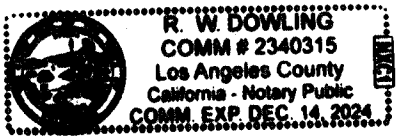
DATE: 6-28-2021

LAWRENCE A DICUS  
Printed Name

ITS: HOA President,

STATE OF <sup>CA Fund</sup> ~~UTAH~~ )  
) :ss  
COUNTY OF Los Angeles )

Before me, on the 28<sup>th</sup> day of June, 202~~0~~<sup>1</sup>, personally appeared Lawrence A. Dicus, in his/her/their capacity as the authorized Management Committee member of Crestview Condominiums, who acknowledged before me that he/she/they executed the foregoing instrument in such capacity on behalf of the corporation.



[Signature]  
Notary Public

**EXHIBIT A**  
Legal Description

The real property and Units referred to in the foregoing FOURTH AMENDMENT TO DECLARATION FOR CRESTVIEW CONDOMINIUMS are located in Summit County, Utah and are more particularly described as follows:

CRESTVIEW CONDOMINIUMS Phase I, all units, together with appurtenant common area and facilities, as reflected on the official plat thereof, of record and on file with the Office of Recorder for Summit County, State of Utah.

CRESTVIEW CONDOMINIUMS Phase II, all units, together with appurtenant common area and facilities, as reflected on the official plat thereof, of record and on file with the Office of Recorder for Summit County, State of Utah.

PARCEL NOS.:

CVC-1-A-101	CVC-1-B-101	CVC-1-C-101	CVC-II-D-101	CVC-II-E-101
CVC-1-A-102	CVC-1-B-102	CVC-1-C-102	CVC-II-D-102	CVC-II-E-102
CVC-1-A-103	CVC-1-B-103	CVC-1-C-103	CVC-II-D-103	CVC-II-E-103
CVC-1-A-104	CVC-1-B-104	CVC-1-C-104	CVC-II-D-104	CVC-II-E-104
CVC-1-A-105	CVC-1-B-105	CVC-1-C-105	CVC-II-D-105	CVC-II-E-105
CVC-1-A-106	CVC-1-B-106	CVC-1-C-106	CVC-II-D-106	CVC-II-E-106
CVC-1-A-107	CVC-1-B-107	CVC-1-C-107	CVC-II-D-107	CVC-II-E-107
CVC-1-A-108	CVC-1-B-108	CVC-1-C-108	CVC-II-D-108	CVC-II-E-108
CVC-1-A-201	CVC-1-B-201	CVC-1-C-201	CVC-II-D-201	CVC-II-E-201
CVC-1-A-202	CVC-1-B-202	CVC-1-C-202	CVC-II-D-202	CVC-II-E-202
CVC-1-A-203	CVC-1-B-203	CVC-1-C-203	CVC-II-D-203	CVC-II-E-203
CVC-1-A-204	CVC-1-B-204	CVC-1-C-204	CVC-II-D-204	CVC-II-E-204
CVC-1-A-205	CVC-1-B-205	CVC-1-C-205	CVC-II-D-205	CVC-II-E-205
CVC-1-A-206	CVC-1-B-206	CVC-1-C-206	CVC-II-D-206	CVC-II-E-206
CVC-1-A-207	CVC-1-B-207	CVC-1-C-207	CVC-II-D-207	CVC-II-E-207
CVC-1-A-208	CVC-1-B-208	CVC-1-C-208	CVC-II-D-208	CVC-II-E-208
CVC-1-A-301	CVC-1-B-301	CVC-1-C-301	CVC-II-D-301	CVC-II-E-301
CVC-1-A-302	CVC-1-B-302	CVC-1-C-302	CVC-II-D-302	CVC-II-E-302
CVC-1-A-303	CVC-1-B-303	CVC-1-C-303	CVC-II-D-303	CVC-II-E-303
CVC-1-A-304	CVC-1-B-304	CVC-1-C-304	CVC-II-D-304	CVC-II-E-304
CVC-1-A-305	CVC-1-B-305	CVC-1-C-305	CVC-II-D-305	CVC-II-E-305
CVC-1-A-306	CVC-1-B-306	CVC-1-C-306	CVC-II-D-306	CVC-II-E-306
CVC-1-A-307	CVC-1-B-307	CVC-1-C-307	CVC-II-D-307	CVC-II-E-307
CVC-1-A-308	CVC-1-B-308	CVC-1-C-308	CVC-II-D-308	CVC-II-E-308