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Page 1 of 9

Rhonda Francis Summit County Recorder

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By MILLER HARRISON LLC

Electronically Recorded

**SECOND AMENDMENT  
TO THE  
THIRD AMENDED DECLARATION OF CONDOMINIUM  
FOR  
FOX POINT AT REDSTONE**

This SECOND AMENDMENT TO THE THIRD AMENDED DECLARATION OF CONDOMINIUM FOR FOX POINT AT REDSTONE ("Second Amendment") is effective when recorded with the Summit County Recorder's Office by Fox Point at Redstone Association, Inc. ("Association").

**RECITALS**

- A. The Third Amended Declaration of Condominium for Fox Point at Redstone was recorded on November 19, 2004 as Entry No. 00717480 in the office of the Summit County Recorder ("Declaration").
- B. The First Amendment to the Third Amended Declaration of Condominium for Fox Point at Redstone was recorded on August 28, 2013 as Entry No. 00977959 in the office of the Summit County Recorder.
- C. This Second Amendment affects the real property situated in Summit County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Amendment by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- D. This Second Amendment is adopted to allow the Association to assess a Reinvestment Fee pursuant to Utah Code Ann. §57-1-46.
- E. Pursuant to Utah Code Ann. §57-8-39(1)(a)(i)(A), the undersigned hereby certifies that this Second Amendment was approved by sixty-seven percent (67%) of the Association's voting interests.
- F. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- G. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration, the provisions of this Second Amendment shall control.
- H. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

**SECOND AMENDMENT**

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 12.09 is hereby added to the Declaration and shall read as follows:

12.09. **Reinvestment Fee.** The Association shall have the right to collect a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. Unless otherwise determined by the Board by resolution, the following terms and conditions shall govern Reinvestment Fees.

(a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Summit County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee.

(b) The amount of the Reinvestment Fee shall be set by the Board, in the Board's sole discretion, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law. If no amount is otherwise set by the Board, the amount of the Reinvestment Fee shall be the maximum rate permitted by law.

(c) The Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code § 57-1-46.

(d) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an assessment against the Lot for collection purposes.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its President.

DATED as of the 3<sup>rd</sup> day of July, 2021.

**Fox Point at Redstone Association, Inc.**  
A Utah Nonprofit Corporation

Aaron Sandler  
By: [Signature]

Its: President



State of Utah )  
County of Summit ) ss.

On the 3 day of July, 2021, personally appeared before me ARON GAMCKER who by me being duly sworn, did say that she/he is the President of Fox Point at Redstone Association, Inc. and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public [Signature]

EXHIBIT A

Unit Parcel Numbers

FRPV-1-A	FRPV-4-D	FRPV-8-C
FRPV-1-B	FRPV-4-E	FRPV-8-D
FRPV-1-C	FRPV-4-F	FRPV-8-E
FRPV-1-D	FRPV-4-G	FRPV-8-F
FRPV-1-E	FRPV-4-H	FRPV-9-A
FRPV-1-F	FRPV-5-A	FRPV-9-B
FRPV-1-G	FRPV-5-B	FRPV-9-C
FRPV-1-H	FRPV-5-C	FRPV-9-D
FRPV-2-A	FRPV-5-D	FRPV-9-E
FRPV-2-B	FRPV-5-E	FRPV-9-F
FRPV-2-C	FRPV-5-F	FRPV-9-G
FRPV-2-D	FRPV-6-A	FRPV-9-H
FRPV-2-E	FRPV-6-B	FRPV-10-A
FRPV-2-F	FRPV-6-C	FRPV-10-B
FRPV-3-A	FRPV-6-D	FRPV-10-C
FRPV-3-B	FRPV-6-E	FRPV-10-D
FRPV-3-C	FRPV-6-F	FRPV-10-E
FRPV-3-D	FRPV-7-A	FRPV-10-F
FRPV-3-E	FRPV-7-B	FRPV-10-G
FRPV-3-F	FRPV-7-C	FRPV-10-H
FRPV-3-G	FRPV-7-D	FRPV-11-A
FRPV-3-H	FRPV-7-E	FRPV-11-B
FRPV-4-A	FRPV-7-F	FRPV-11-C
FRPV-4-B	FRPV-8-A	FRPV-11-D
FRPV-4-C	FRPV-8-B	FRPV-11-E

FRPV-11-F FRPV-15-D FRPV-19-B-2  
FRPV-12-A FRPV-15-E FRPV-19-C-1  
FRPV-12-B FRPV-15-F FRPV-19-C-2  
FRPV-12-C FRPV-15-G FRPV-20-A-1  
FRPV-12-D FRPV-15-H FRPV-20-A-2  
FRPV-12-E FRPV-16-A-1 FRPV-20-B-1  
FRPV-12-F FRPV-16-A-2 FRPV-20-B-2  
FRPV-12-G FRPV-16-B-1 FRPV-20-C-1  
FRPV-12-H FRPV-16-B-2 FRPV-20-C-2  
FRPV-13-A FRPV-16-C-1 FRPV-21-A-1  
FRPV-13-B FRPV-16-C-2 FRPV-21-A-2  
FRPV-13-C FRPV-17-A-1 FRPV-21-B-1  
FRPV-13-D FRPV-17-A-2 FRPV-21-B-2  
FRPV-13-E FRPV-17-B-1 FRPV-21-C-1  
FRPV-13-F FRPV-17-B-2 FRPV-21-C-2  
FRPV-14-A FRPV-17-C-1 FRPV-22-A-1  
FRPV-14-B FRPV-17-C-2 FRPV-22-A-2  
FRPV-14-C FRPV-18-A-1 FRPV-22-B-1  
FRPV-14-D FRPV-18-A-2 FRPV-22-B-2  
FRPV-14-E FRPV-18-B-1 FRPV-22-C-1  
FRPV-14-F FRPV-18-B-2 FRPV-22-C-2  
FRPV-14-G FRPV-18-C-1 FRPV-23-A-1  
FRPV-14-H FRPV-18-C-2 FRPV-23-A-2  
FRPV-15-A FRPV-19-A-1 FRPV-23-B-1  
FRPV-15-B FRPV-19-A-2 FRPV-23-B-2  
FRPV-15-C FRPV-19-B-1 FRPV-23-C-1

FRPV-23-C-2	FRPV-28-A-2	FRPV-32-B-2
FRPV-24-A-1	FRPV-28-B-1	FRPV-32-C-1
FRPV-24-A-2	FRPV-28-B-2	FRPV-32-C-2
FRPV-24-B-1	FRPV-28-C-1	FRPV-33-A-1
FRPV-24-B-2	FRPV-28-C-2	FRPV-33-A-2
FRPV-24-C-1	FRPV-29-A-1	FRPV-33-B-1
FRPV-24-C-2	FRPV-29-A-2	FRPV-33-B-2
FRPV-25-A-1	FRPV-29-B-1	FRPV-33-C-1
FRPV-25-A-2	FRPV-29-B-2	FRPV-33-C-2
FRPV-25-B-1	FRPV-29-C-1	FRPV-34-A-2
FRPV-25-B-2	FRPV-29-C-2	FRPV-34-B-1
FRPV-25-C-1	FRPV-30-A-1	FRPV-34-B-2
FRPV-25-C-2	FRPV-30-A-2	FRPV-34-C-1
FRPV-26-A-1	FRPV-30-B-1	FRPV-34-C-2
FRPV-26-A-2	FRPV-30-B-2	FPRSV-11-F1
FRPV-26-B-1	FRPV-30-C-1	FPRSV-11-F2
FRPV-26-B-2	FRPV-30-C-2	FPRSV-11-F3
FRPV-26-C-1	FRPV-31-A-1	FPRSV-11-F4
FRPV-26-C-2	FRPV-31-A-2	FPRSV-11-F5
FRPV-27-A-1	FRPV-31-B-1	FPRSV-11-F6
FRPV-27-A-2	FRPV-31-B-2	FPRSV-11-F7
FRPV-27-B-1	FRPV-31-C-1	FPRSV-11-F8
FRPV-27-B-2	FRPV-31-C-2	FPRSV-11-F9
FRPV-27-C-1	FRPV-32-A-1	FPRSV-11-G1
FRPV-27-C-2	FRPV-32-A-2	FPRSV-11-G2
FRPV-28-A-1	FRPV-32-B-1	FPRSV-11-G3

FPRSV-11-G4

FPRSV-11-G5

FPRSV-11-G6

FPRSV-11-G7

FPRSV-11-G8

FPRSV-11-G9

FPRSV-11-G10

FPRSV-11-H1

FPRSV-11-H2

FPRSV-11-H3

FPRSV-11-H4

FPRSV-11-H5

FPRSV-11-H6

FPRSV-11-H7

FPRSV-11-H8

FPRSV-11-H9

FPRSV-11-H10

FPRSV-11-H11

FPRSV-11-H12

FPRSV-11-H13

**Legal Description**

**All Units at Fox Point at Redstone Village.**

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING PART OF REDSTONE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING A PORTION OF LOT 7 OF THE VILLAGE OF KIMBALL JUNCTION, AS RECORDED AS ENTRY #355411 OF SUMMIT COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 0°16'14"W 1145.57 FEET ALONG THE EAST LINE OF SAID LOT 7 AND S 89°43'46" W 206.07 FEET FROM THE SOUTH EAST CORNER OF SAID LOT 7; THENCE N 31°25'02" E 127.14 FEET; THENCE S 58°34'58" E 29.67 FEET; THENCE N 89°43'46" E 114.04 FEET; THENCE S 00°16'14" E 331.24 FEET; S 60°10'50" W 379.24 FEET; THENCE N 58°34'58" W 467.70 FEET; THENCE S 31°25'15" W 323.60 FEET; THENCE S 67°09'15" W 154.43 FEET; THENCE N 89°23'22" W 90.22 FEET; THENCE N 38°02'57" W 42.24 FEET; THENCE N 00°36'38" E 108.13 FEET; THENCE N 58°34'58" W 153.33 FEET; THENCE N 00°27'00" E 105.79 FEET; THENCE N 31°25'02" E 136.12 FEET; THENCE N 00°26'38" E 332.59 FEET; THENCE N 58°34'58" W 64.59 FEET; THENCE N 00°27'00" E 105.72 FEET; THENCE N 31°25'02" E 127.81 FEET; THENCE S 58°34'58" E 191.33 FEET; THENCE S 31°25'02" W 33.35 FEET; THENCE S 58°34'58" E 21.15 FEET; THENCE S 31°25'02" W 17.61 FEET; THENCE S 58°34'58" E 81.60 FEET; THENCE N 31°25'02" E 79.23 FEET; THENCE N 76°25'02" E 55.53 FEET; THENCE S 58°34'58" E 45.91 FEET; THENCE S 31°25'02" W 18.24 FEET; THENCE S 58°34'59" E 93.19 FEET; THENCE S 39°08'56" E 30.49 FEET; THENCE S 58°34'58" E 108.85 FEET; THENCE S 58°34'58" E 103.15 FEET; THENCE N 82°54'36" E 71.88 FEET; THENCE S 58°41'43" E 96.98 FEET; THENCE S 58°37'39" E 243.65 FEET TO THE POINT OF BEGINNING.  
CONTAINING 730,910 SQ. FEET OR 16.779 ACRES

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING A PORTION OF LOT 7 OF THE VILLAGE OF KIMBALL JUNCTION, AS RECORDED AS ENTRY #355411 OF SUMMIT COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 0°16'14"W 1178.12 FEET ALONG THE EAST LINE OF SAID LOT 7 AND S 89°43'46" W 185.98 FEET FROM THE SOUTH EAST CORNER OF SAID LOT 7; THENCE N 58°34'58" W 52.87 FEET; THENCE S 31°25'02" W 5.00 FEET; THENCE N 58°34'58" W 88.00 FEET; THENCE N 31°25'02" E 5.00 FEET; THENCE N 58°34'58" W 215.00 FEET; THENCE S 31°25'02" W 13.55 FEET; THENCE N 58°34'58" W 44.00 FEET; THENCE S 31°25'02" W 31.50 FEET; THENCE N 58°34'38" W 206.00 FEET; THENCE N 31°25'02" E 17.50 FEET; THENCE N 58°34'58" W 44.00 FEET; THENCE N 31°25'02" E 21.00 FEET; THENCE N 58°34'58" W 80.94 FEET; THENCE S 31°25'02" W 66.68 FEET; THENCE S 58°34'59" E 93.19 FEET; THENCE S 39°08'56" E 30.49 FEET; THENCE S 58°34'58" E 212.00 FEET; THENCE N 82°54'36" E 71.88 FEET; THENCE S 58°41'43" E 96.98 FEET; THENCE S 58°37'39" E 243.65; THENCE N 31°25'02" E 38.25 FEET TO THE POINT OF BEGINNING.



A tract of land located in Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, being a portion of Lot 7 of the Village of Kimball Junction, as recorded as Entry No. 355411 of Summit County records, and being more particularly described as follows:

Beginning at a point which is North 0° 16' 14" West 1178.12 feet along the east line of said Lot 7 and South 89° 43' 46" West 185.98 feet from the Southeast corner of said Lot 7; thence South 31° 25' 02" West 38.247 feet; thence North 58° 37' 39" West 243.650 feet; thence North 58° 41' 43" West 96.980 feet; thence South 82° 54' 36" West 71.880 feet; thence North 58° 34' 58" West 212.00 feet; thence North 39° 08' 56" West 30.49 feet; thence North 58° 34' 59" West 93.175 feet; thence North 31° 25' 02" East 61.248 feet; thence North 58° 56' 01" West 86.85 feet; thence North 31° 25' 02" East 83.424 feet; thence South 58° 34' 58" East 172.644 feet; to a point on a 18.000 foot radius curve to the right, through a central angle of 32° 34' 18" a distance of 10.233 feet, said curve having a chord which bears South 42° 17' 49" East 10.095 feet; thence South 26° 00' 40" East 89.089 feet; thence North 64° 04' 23" East 18.00 feet, to a point on a 91.48 foot radius non-tangential curve to the left, through a central angle of 65° 52' 58" a distance of 105.190 feet, said curve having a chord which bears South 59° 03' 38" East 99.49 feet; thence South 02° 01' 09" East 18.00 feet; thence North 87° 59' 24" East 85.046 feet, to a point on a 18.00 foot radius curve to the right, through a central angle of 33° 25' 38" a distance of 10.501 feet, said curve having a chord which bears South 75° 17' 47" East 10.353 feet; thence South 58° 34' 58" East 360.231 feet; thence South 31° 25' 02" West 70.903 feet to the Point of Beginning.