
SPACE ABOVE RESERVED FOR RECORDER'S USE ONLY

**THIRD AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF ROWHAUS CONDOMINIUMS**

This Third Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rowhaus Condominiums is made and executed on the date set forth below by the Rowhaus Condominiums Homeowners' Association, Inc., a Utah nonprofit corporation ("Association") and shall become effective when recorded with the Salt Lake County Recorder.

RECITALS

A. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference ("the Property").

B. The initial phase of the Property was first made subject to the "Declaration of Covenants, Conditions, and Restrictions of RowHaus Condominiums" as recorded with the Salt Lake County Recorder on June 15, 2007, as Entry No. 10135247 ("Original Phase 1 Declaration").

C. The second phase of the Property was first made subject to the "Declaration of Covenants, Conditions, and Restrictions of RowHaus Condominiums II" as recorded with the Salt Lake County Recorder on June 15, 2007, as Entry No. 10135252 ("Original Phase 2 Declaration").

D. The Original Phase 1 Declaration and Original Phase 2 Declaration were amended and replaced in their entirety by and through the "Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rowhaus Condominiums" as recorded with the Salt Lake County Recorder on February 25, 2008, as Entry No. 10355738 ("Declaration").

E. The Declaration was first amended by the "First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rowhaus Condominiums" as recorded with the Salt Lake County Recorder on June 5, 2012, as Entry No. 11403752

F. The Declaration was next amended by the "Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rowhaus Condominiums" as recorded with the Salt Lake County Recorder on September 30, 2016 as Entry No. 12377972.

G. Reference to the "Declaration" includes all valid amendments and supplements thereto whether listed above or not.

H. The Association desires to further amend the Declaration as provided below.

I. Article 16, Section 16.2 of the Declaration provides that it may be amended upon the affirmative vote of at least 66% of the Association's voting interests.

J. At least 66% of the Association's voting interests have approved the amendments below.

K. No Lenders have provided written notice to the Association as provided in Article 14 of the Declaration.

L. This amendment shall be binding upon the Property, including all Units. See Exhibit A.

M. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

N. In case of any conflict between the terms of this amendment and the terms of the Declaration, the provisions of this amendment shall control.

O. Unless otherwise provided in this amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

AMENDMENT

Article 17, Section 17.15 of the Declaration entitled "Notification of Sale and Transfer Fee" is hereby amended and restated to read as follows:

17.15 Reinvestment Fee. The Management Committee may establish a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. A Reinvestment Fee assessment is another example of a Special Assessment to a Particular Unit under Section 6.8 of the Declaration. The following terms and conditions shall govern the Reinvestment Fee:

(a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Salt Lake County Recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in the amount determined by the Management Committee not to exceed the maximum rate permitted by applicable law.

(b) The Association shall not levy or collect a Reinvestment Fee for: (i) any Transfer made to the Association, (ii) any Transfer made for estate planning purposes by a Unit's current Owner to a trust or other entity owned and controlled by the Owner as determined by the Management Committee, or (iii) any other Transfer so exempted in Utah Code §57-1-46(8).

(c) 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 become part of the Assessment to which such Owner and that Owner's Unit are subject. The Reinvestment Fee shall also be secured by the lien described in Section 6.1 of the Declaration and may be collected as an Assessment.

CERTIFICATION

IN WITNESS THEREOF, the undersigned agent of the Management Committee for the Association hereby certifies that the foregoing amendment was approved by no less than 66% of the Association's voting interests in accordance with Article 16 of the Declaration.

ROWHAUS CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC.

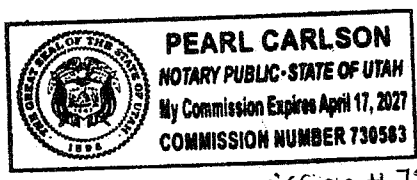
By: [Signature]

Its: PRESIDENT

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

The foregoing instrument was acknowledged before me this 5 day of July, ~~2023~~ ^{2024 PC},
by Henry Mastain, who by me being duly sworn, did say that he or she is the
President of the Rowhaus Condominiums Homeowners' Association, Inc., and that this
instrument was signed on behalf of said Association.

[Signature]
Notary Public



Commission #730583
exp. April 17, 2027

EXHIBIT A

**PARCEL NUMBERS AND LEGAL DESCRIPTION
26 Parcels (24 Units & 2 Common Areas)**

All of Rowhaus Condo:

<u>Parcel Number</u>	<u>Legal Description</u>
15124330010000	UNIT 101, ROWHAUS CONDO
15124330020000	UNIT 102, ROWHAUS CONDO
15124330030000	UNIT 103, ROWHAUS CONDO
15124330040000	UNIT 104, ROWHAUS CONDO
15124330050000	UNIT 105, ROWHAUS CONDO
15124330060000	UNIT 106, ROWHAUS CONDO
15124330070000	UNIT 107, ROWHAUS CONDO
15124330080000	UNIT 108, ROWHAUS CONDO
15124330090000	UNIT 109, ROWHAUS CONDO
15124330100000	UNIT 110, ROWHAUS CONDO
15124330110000	UNIT 111, ROWHAUS CONDO
15124330120000	UNIT 112, ROWHAUS CONDO
15124330130000	UNIT 113, ROWHAUS CONDO
15124330140000	UNIT 114, ROWHAUS CONDO
15124330150000	UNIT 115, ROWHAUS CONDO
15124330160000	UNIT 116, ROWHAUS CONDO
15124330170000	COMMON AREA, ROWHAUS CONDO

All of Rowhaus 2 Condo:

<u>Parcel Number</u>	<u>Legal Description</u>
15124340010000	UNIT 117, ROWHAUS 2 CONDO
15124340020000	UNIT 118, ROWHAUS 2 CONDO
15124340030000	UNIT 119, ROWHAUS 2 CONDO
15124340040000	UNIT 120, ROWHAUS 2 CONDO
15124340050000	UNIT 121, ROWHAUS 2 CONDO
15124340060000	UNIT 122, ROWHAUS 2 CONDO
15124340070000	UNIT 123, ROWHAUS 2 CONDO
15124340080000	UNIT 124, ROWHAUS 2 CONDO
15124340090000	COMMON AREA, ROWHAUS 2 CONDO