

THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM

FOR VISTA VIEW CONDOMINIUMS

A Utah Condominium Project  
Spanish Fork, Utah

DECLARANT:  
Vista View SF, LLC  
a Utah limited liability company

WHEN RECORDED RETURN TO:

**Vista View SF, LLC**  
**998 North 1200 West**  
**Orem, Utah 84057**  
**(801) 636-3637**

**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUMS FOR VISTA VIEW CONDOMINIUMS**

Effective as of May 20, 2021, Vista View, LLC (the "**Declarant**") entered into the original Declaration of Condominiums for Vista View Condominiums (the "**Declaration**").

The Declaration has been subject various amendments.

Section 32 of the Declaration allows for amendment to the Declaration by Declarant.

NOW, THEREFORE, as of the date of authorized signature below, based on the foregoing the Declarant agrees to amend the Declaration as follows:

1. **Intent to Amend.** The following shall constitute the Third Amendment to the Amended and Restated Declaration of Condominium for Vista View Condominiums. **with Entry numbers 99034:2022 and 100705:2022**

**Article III, Sections 3.a and 3.b** shall be amended and restated to read as follows (with deletions indicated by ~~strikethrough~~ and additional text indicated by **bold, double-underscoring**):

a. **Rental Deed Restrictions.** Initially, no less than 60% **51%** of the Units will be encumbered with a Deed Restriction (Exhibit B) that requires the Unit to be Owner-occupied and prohibits the Unit from being rented; provided that an Owner may request that the Deed Restriction be removed from the applicable Unit (each, a "**Request**"). Each Request shall be submitted to the Management Committee, which may elect to grant or deny the Request, at its sole discretion, provided that the Management Committee shall never grant a Request if it means that less than ~~sixty~~ **fifty-one** percent (60%) (**51%**) of the total number of Units would be subject to the Rental Deed Restriction (Exhibit B). The Owner will bear all of the costs (including attorneys fees of no more than \$750) incurred by the Management Committee in the review of the Request and, if the Request is granted, the removal of the Deed Restriction. The Deed Restriction shall take the form of the "Notice" which is attached to this Declaration as Exhibit B. **Owners may not apply for an exception to the deed restriction on rentals until the Declarant period has expired, or Declarant has fully turned the Project over to the Owners Association, whichever occurs earlier.**

b. **Units Not Subject to Rental Deed Restrictions.** Any Unit that is not subject to a Deed Restriction set forth in Items 3(a) above shall be allowed to be either Owner-occupied or rented to a third party and will have a Deed Restriction (Exhibit C). No more than ~~forty~~ **forty-nine** percent (40%) (**49%**) may have a Deed Restriction allowing for rentals (Exhibit C). The Management Committee shall cause that the "Notice" attached to this Declaration as Exhibit C shall be recorded with the Utah County Recorder's Office for each such Unit.

**Article III, Section 8.f** shall be amended and restated to read as follows (with deletions indicated by ~~strikethrough~~ and additional text indicated by **bold, double-underscoring**):

f. **Maximum Ownership by Single Owner.** In no event shall any Owner own more than 40% **20%** of the Units, either directly or indirectly. An Owner that is not a natural person may not own more than 40% **20%** of the Units, either directly or indirectly, nor shall any group of persons or entities that are be controlled by substantially the same persons or entities who

controlled it own more than 40% 20% of the Units.

2. **Effectiveness of Amendments.** Except to the extent modified or amended by this or a prior Amendment, all terms and provisions of the Operating Agreement shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms. On or after the Effective Date of this Amendment, each reference in the Operating Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import and all references to the Operating Agreement in any document, instrument, agreement, or writing shall mean and be a reference to the Operating Agreement as amended by this Amendment.

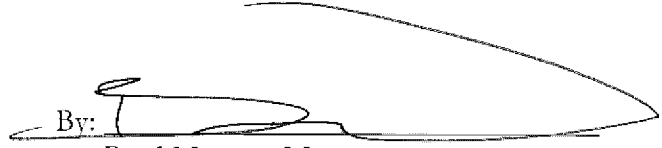
3. **Waiver.** Any required notices, meetings, or consents that are necessary to make an amendment to the Operating Agreement by the Board are hereby waived or satisfied.

4. **Further Assurances.** Each party hereto shall take whatever other action is required to give full effect to the provisions of this Amendment, including the acquisition of any consent to the action provided for herein.

5. **Counterparts.** This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email or electronic signature (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or any other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Dated this 3<sup>rd</sup> day of April, 2023 <sup>HV</sup>  
~~October~~, 2022.

Vista View SF, LLC

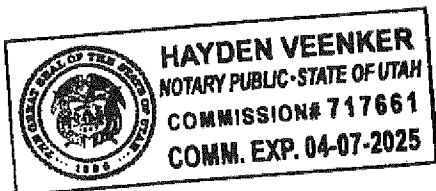
By:   
Brad Morgan, Manager,  
Member of Vista View SF, LLC

STATE OF UTAH )

: ss.

COUNTY OF UTAH ) <sup>HV</sup>

On the 3<sup>rd</sup> day of April, 2023, personally appeared before me, Brad Morgan, who by me being duly sworn, did say that he is the manager of Vista View SF, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Certificate of Organization or a resolution of its Members, and said Brad Morgan duly acknowledged to me that said company executed the same.



  
NOTARY PUBLIC

**Exhibit "A"**

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 1, PHASE 1, VISTA VIEW CONDOMINIUMS, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 122011:2021 AND MAP FILING NO. 17787

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 2, PHASE 2, VISTA VIEW CONDOMINIUMS 1st SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 203678:2021 AND MAP FILING NO. 18047

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33, BUILDING 3, PHASE 3, VISTA VIEW CONDOMINIUMS 2nd SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 38910:2022 AND MAP FILING NO. 18250

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 4, PHASE 4, VISTA VIEW CONDOMINIUMS 3rd SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 49867:2022 AND MAP FILING NO. 18304