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Rhonda Francis Summit County Recorder

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By DART ADAMSON & DONOVAN

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**THIRD AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
THE FROSTWOOD TOWNHOMES  
(A TOWNHOME PLANNED LOT DEVELOPMENT)**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE FROSTWOOD TOWNHOMES, INC., a Utah townhome planned Lot development (this “**Third Amendment**”) is made this 21<sup>st</sup> day of March, 2023, by the Frostwood Villas Homeowners Association, Inc., dba Frostwood Townhomes Homeowners Association Inc., a Utah nonprofit corporation (the “**Association**”), on behalf of its current and future Members.

**RECITALS**

A. WHEREAS, the Association is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Corporation Act, Utah Code Annotated section 16-6a-101, *et seq.*;

B. WHEREAS, on December 3, 2015, the Declaration of Covenants, Conditions, Easements and Restrictions for the Frostwood Townhomes were recorded in the office of the Summit County Recorder as Entry No. 1034182, in Book 2327 at Page 1442 (the “**Original Declaration**”);

C. WHEREAS, on January 30, 2018, the Amended Declaration of Covenants, Conditions, Easements and Restrictions for the Frostwood Townhomes were recorded in the office of the Summit County Recorder as Entry No. 1085725, in Book 2447 at Page 1745 (the “**Amended Declaration**”);

D. WHEREAS, on January 28, 2022, the Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for the Frostwood Townhomes were recorded in the office of the Summit County Recorder as Entry No. 1182341, in Book 2720 at Page 0959 (the “**Second Amendment**”);

E. WHEREAS, Section 11.02 of the Original Declaration provides that the Declaration may be amended upon affirmative vote of a majority of the Class A members and Class B members;

F. WHEREAS, the Association no longer has any Class B members;

G. WHEREAS, on or about February 27, 2023, at a duly noticed Meeting of the Association, 69.23% of the Owners voted in the affirmative to approve this Third Amendment in accordance with Section 11.02 of the Original Declaration;

H. WHEREAS, the President of the Association has certified the vote to execute and record this Third Amendment pursuant to the requirements of the Act and the Declaration;

I. WHEREAS, the covenants, conditions, easements and restrictions contained in this Declaration and in the Exhibits attached hereto shall be enforceable equitable covenants and equitable servitudes and shall run with the land; and,

J. WHEREAS, the Original Declaration, Amended Declaration, Second Amendment and this Third Amendment may hereinafter be collectively referred to as the “**Declaration.**”

NOW, THEREFORE, the Association hereby submits this Third Amendment to the Original Declaration as follows:

**AMENDMENT**

1. **Defined Terms.** Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration.

2. **Status of Recitals.** The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

3. **Addition to Article 1.** Article 1 is amended to add the following Sections 1.51 to 1.53. Section 1 of the Declaration is amended to add the following language:

1.51 **Burdened Lot.** Each Lot contained within the Project, each of which is subject to the Reinvestment Fee Covenant described herein at Section 6.20, for which the Reinvestment Fee is be dedicated to benefit along with the Common Elements, Limited Common Areas and any other Improvements comprising a part of the Project.

1.52 **Reinvestment Fee.** A maintenance fee, charge, or expense charged by the Association to be paid by either a buyer purchasing or an Owner selling a Lot in the Project, upon and as a result of, a transfer of the Lot as described in Section 6.20.

1.53 **Transfer.** Each transfer, conveyance, closing, or settlement of the sale of a Lot located within the Project.

4. **Section 6.20.** The following Section 6.20 is hereby added to Article VI of the Declaration.

**6.20 Amounts Due on Transfer of Lot - Reinvestment Fee Covenant.**

(a) **Reinvestment Fee Covenant; Reinvestment Fee Due upon Sale, Conveyance, or Transfer.** The Association shall impose a

Reinvestment Fee upon each sale, transfer, or other conveyance of any Burdened Lot (or any interest therein). This covenant is intended to run with the land and to bind successors in interest to Lot in the Property and their assigns thereof, and shall extend for the duration of this Declaration as more particularly described in this Section.

(i) The Reinvestment Fee shall be dedicated to benefitting the Burdened Lots and the Project, including payment for, but not limited to, common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; charitable purposes; Association Expenses; and/or any other purpose identified herein or described in Utah Code Section 57-1-46(1)(i), as the same may be amended from time to time in the future.

(ii) At the time of a Transfer, a Reinvestment Fee shall be paid to the Association by a buyer who is purchasing or an Owner who is selling, conveying or transferring a Burdened Lot.

(iii) The Board shall determine the sum of the Reinvestment Fee, which shall not exceed the lesser of: (a) 0.5% of the lesser of the sale price or market value of the Burdened Lot; or (b) any maximum percentage for reinvestment fees provided for in Utah Code Section 57-1-46, as amended.

(iv) The Reinvestment Fee shall not be considered a transfer fee or "Transfer Fee Covenant" as that term is defined by Utah Code Section 57-1-46(1)(j).

(v) The existence of this covenant precludes the imposition of any additional reinvestment fees on the Burdened Lot by the Association.

(vi) For purposes of this Section and interpreting Section 6.20 (a)(i) above, the phrase "common planning, facilities, and infrastructure," shall be liberally and broadly construed to include any and all property and Improvements included in the maintenance, repair, and/or replacement responsibility of the Association.

(vii) The Reinvestment Fee is to be paid to the Association under the auspices of this Reinvestment Fee Covenant and shall benefit the Burdened Property.

(viii) The Reinvestment Fee shall not be enforced upon: (1) an involuntary Transfer; (2) a Transfer that results from a court order; (3) 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 to the Association; (4) a Transfer or change of interest due

to death, whether provided in a will, trust, or decree of distribution; or (5) the Transfer of a Lot 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.

(ix) As mandated by Utah Code Section 57-1-46(6) to effectuate this covenant, on even date herewith, Declarant recorded with the Summit County Recorder a *Notice of Reinvestment Fee Covenant*, the terms and conditions of which are hereby incorporated by this reference.

5. Binding Provisions. The provisions of this Third Amendment shall be binding upon all persons having right, title or interest to a Lot more properly described on Exhibit A, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Lot Owner thereof.

6. Declaration and Bylaws Remain in Effect. This Third Amendment shall be considered supplemental to the Declaration. Except as expressly amended herein, the Declaration shall remain in full force and effect and shall not be cancelled, suspended, or otherwise abrogated by the recording of this Third Amendment.

7. Effective Date. This Third Amendment shall be effective as of the date of its recordation in the official real property records of the Recorder in and for Summit County, Utah.

*[Signatures to follow on next page]*

IN WITNESS WHEREOF, the foregoing was executed and made effective as of the first date written above.

FROSTWOOD VILLAS HOMEOWNERS ASSOCIATION., INC., dba FROSTWOOD TOWNHOMES HOMEOWNERS ASSOCIATION INC., a Utah nonprofit corporation

*Lisa Kassel*

By: Lisa Kassel  
Its: President

**ACKNOWLEDGMENT**

STATE OF ~~UTAH~~ <sup>N.Y.</sup>

COUNTY OF New York <sup>ss</sup>



On this 21 day of March, 2023, personally appeared before me, Lisa Kassel, the President of the Frostwood Villas Homeowners Association, Inc., dba Frostwood Townhomes Homeowners Association, Inc., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that she signed the foregoing document for its stated purpose.

*Hope Klein-Andino*  
Notary Public

**EXHIBIT A**

Legal Description of the Property

**All of Parcel F6, of the First Amended Master Development of Plat of Frostwood, a Planned Community on Record at the Summit County Recorder's Office, Entry No. 799952. Contains 4.69 acres more or less.**

**Parcel Number FRSTW-F6-1-A-AM**

**Legal LOT 1-A FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA THE COMMON AREA.**

**Parcel Number FRSTW-F6-2-B-AM**

**Legal LOT 2-B FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2529.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.**

**Parcel Number FRSTW-F6-3-A-R-AM**

**Legal LOT 3-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.**

**Parcel Number FRSTW-F6-4-A-AM**

**Legal LOT 4-A FROSTWOOD PARCEL F6 TOWN HOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMTV1ON AREA, 2398-1147**

**Parcel Number FRSTW-F6-5-A-R-AM**

**Legal LOT 5-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA. 2418-1860**

**Parcel Number FRSTW-F6-6-A-AM**

**Legal LOT 6-A FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA. 2437-528**

**Parcel Number FRSTW-F6-7-A-R-AM**

**Legal** LOT 7-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA. 2413-858

**Parcel Number FRSTW-F6-8-A-AM**

**Legal** LOT 8-A FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA. 2415-179

**Parcel Number FRSTW-F6-9-A-R-AM**

**Legal** LOT 9-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA 2418-302

**Parcel Number FRSTW-F6-10-D-R-AM**

**Legal** LOT 10-D-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2330.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel Number FRSTW-F6-11-C-AM**

**Legal** LOT 11-C FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2070.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-12-C-R-AM**

**Legal** LOT 12-C-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2070.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-13-D-AM**

**Legal** LOT 13-D FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2330.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-14-A-AM**

**Legal** LOT 14-A FROSTWOOD PARCEL F6 TOWNHOMES AMENDED: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-15-B-AM**

**Legal** LOT 15-B FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2529.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA

**Parcel Number FRSTW-F6-16-A-R-AM**

**Legal** LOT 16-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-17-A-AM**

**Legal** LOT 17-A FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-18-A-R-AM**

**Legal** LOT 18-A-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2578.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel number FRSTW-F6-19-D-AM**

**Legal** LOT 19-D FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2824.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel umber FRSTW-F6-20-C-R-AM**

**Legal** LOT 20-C-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2534.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel Number FRSTW-F6-21-C-AM**

**Legal** LOT 21-C FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2534.00 SQ FT. TOGETHER WITH AN EQUAL% IN THE COMMON AREA.

**Parcel Number FRSTW-F6-22-D-R-AM**

**Legal** LOT 22-D-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2824.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.



**Parcel Number FRSTW-F6-23-D-AM**

**Legal** LOT 23-D FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2330.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel Number FRSTW-F6-24-C-R-AM**

**Legal** LOT 24-C-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2070.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel Number FRSTW-F6-25-C-AM**

**Legal** LOT 25-C FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2070.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.

**Parcel Number FRSTW-F6-26-D-R-AM**

**Legal** LOT 26-D-R FROSTWOOD PARCEL F6 TOWNHOMES AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 2330.00 SQ FT. TOGETHER WITH AN EQUAL % IN THE COMMON AREA.