

ENTRY NO. 01235323

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GREGORY R. WOLBACH, PLS, COUNTY RECORDER-SURVEYOR

FEE 44.00 BY PTARMIGAN PROPERTY SERVICES



Return to:
Ptarmigan Property Services
PO Box 680820
Park City, UT 84068

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
GLENIFFDICH CONDOMINIUMS,
A CONDOMINIUM DEVELOPMENT**

This First Amendment to the Declaration of Condominium for Glenfiddich Condominiums, a Utah Condominium Development (this "Amendment") is made effective on the date of recordation hereof (the "Effective Date") by the Glenfiddich Condominium Owners Association, Inc. a Utah nonprofit corporation (the "Association"), on behalf of its current and future Members.

RECITALS

- A. WHEREAS, the Glenfiddich Condominium Owners Association, Inc. is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Act, Utah Code Annotated section 16-6a-101 *et seq*;
- B. WHEREAS, on May 31, 1994, the Declaration of Condominium of Glenfiddich Condominium, a Utah Condominium Development, was recorded in the office of the Summit County Recorder as Entry No. 408548, Book 817 at Page 442 (the "Original Declaration").
- C. WHEREAS, Section 12.8 of the Original Declaration provides that the Declaration may be amended upon affirmative vote of at least two-thirds (2/3rds) of the total votes of the Association;
- D. WHEREAS, on Nov 11th, 2023 at a duly noticed Meeting of the Association, pursuant to a vote of 84% of the voting interests to the Association approved the adoption and recordation of this Amendment in accordance with the Original Declaration;
- E. WHEREAS, Section 3.1 of the Original Declaration gives the Management Committee of Glenfiddich the authority to record an amendment to the Original Declaration on behalf of the Association which the Management Committee certifies has been approved by the vote or consent required for the Association;
- F. WHEREAS, the covenants, conditions, easements and restrictions contained in this Declaration and any Exhibits attached hereto shall be enforceable equitable covenants and equitable servitude and shall run with the land; and,
- G. WHEREAS, the Original Declaration and this Amendment may hereinafter be collectively referred to as the "Declaration".

NOW, THEREFORE, the Association hereby submits this First 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. **Additions to Article 1 Definition.**
 - a. "Reinvestment Fee" is a maintenance fee, charge, or expense charges by the Association to be paid by wither a buyer purchasing or an Owner selling a Unit in the Property, as such parties shall agree between then, upon and as a result of, a transfer of the Unit as described below in section D
 - b. "Burdened Property" includes each Unit which is subject to the Reinvestment Fee Covenant descried herein at section 15.4 along with all appurtenant Common Areas and Facilities, for which the Reinvestment Fee shall be dedicated to benefit.
 - c. "Reserve Funds" are the funds collected from Reinvestment Fees or other sources designated for the uses set for the in the Declaration.
 - d. "Transfer" is each transfer, conveyance, closing or settlement of the sale of a Unit located within the Property.
3. **Reinvestment Fee.** The following language shall be added to the Declaration as Article XV (15)
 - a. **15 Reinvestment Fee Covenant.** The Association is hereby authorized to impose a Reinvestment Fee pursuant to Utah Code Ann. 57-1-46 upon the close of a sale, transfer, or conveyance of any Unit (or interest therein). This covenant shall "run with the land" and bind successors-in-interest to each Unit in the Project and their assigns thereof and shall extend for the duration of the Declaration as more particularly described in this Section.
 - i. The Reinvestment Fee shall be dedicated to benefitting the Burdened Property, 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 permitted by the Declaration, subject to any additional limitations ser forth in Utah Code Section 57-1-46 (1)(i).
 - ii. All Funds raised by the Association through Reinvestment Fees shall be deemed to be Reserve Funds.

- iii. 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 Unit.
- iv. The Board shall determine the sum of the Reinvestment Fee, but the Reinvestment Fee shall not exceed 0.5% of the value of the Unit of Burdened Property being sold or whatever maximum threshold is provided for in Utah Code Section 57-1-46, as the same may amended from time to time, and be consistent with its intended purposes.
- v. The Reinvestment Fee is not and shall not be considered a transfer fee or "Transfer Fee Covenant" as that term is defined by Utah Code Section 57-1-46(1)(i).
- vi. The existence of this covenant precludes the recordation of any additional covenants concerning the imposition of other reinvestment fees on the Burdened Property by the Association.
- vii. For purposes of this Section and interpreting Section (c)(1)(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.
- viii. The Reinvestment Fee is to be paid to the Association under the auspices of the Reinvestment Fee Covenant and shall benefit the Burdened Property.
- ix. The Reinvestment Fee shall not be enforced upon: (1) an involuntary Transfer; (2) a Transfer that results from a court order; (3) a Transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (4) the Transfer of a Unit 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 Unit comprising part of the Burdened Property, not to exceed \$1,000.
- x. As mandated by Utah Code Section 57-1-46(6) to effectuate this covenant, on even date herewith, the Association recorded with the Summit County Recorder a Notice of Reinvestment Fee Covenant, the terms and conditions of which are hereby incorporated by this reference.

4. **Declaration and Bylaws Remain in Effect.** This First 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 First Amendment.

5. **Effective Date.** This Amendment shall be effective as of the date or its recordation in the official real property records of the Recorder in and for Summit Count, Utah.

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

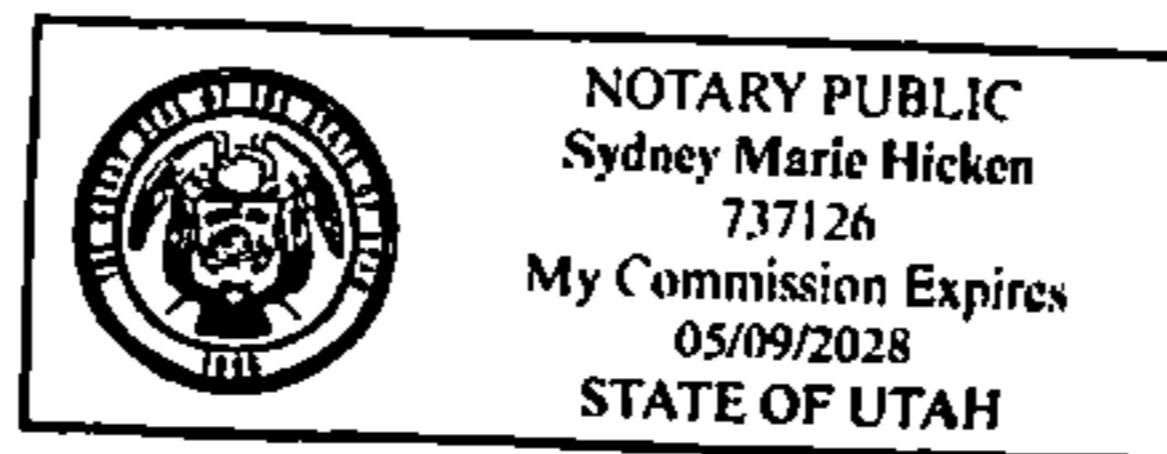
Kimberly Fremont

Name, Board of Trustees
Glenfiddich Homeowners Association, Inc.
A Utah nonprofit corporation

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On this 8th day of April, 2025, personally appeared before me, Theresa Owens, an Authorized Signatory of the GLENFIDDICH CONDOMINIUM OWNERS 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 acknowledge that she signed the foregoing for its stated purpose.

Sydney Marie Hicken
Notary Public



Real Property

██████████, a male, white, ██████████, a division according
to ██████████, on file and on record in the office of the ██████████, ██████████,
County, Utah.

UNIT 203 GLENFIDDICH CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE
IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO
THE COMMON
AREAS CONT 1545 SQ FT OR 0.04 AC 832-262 980-160 1176-182 1590-1134 2048-1441-
1443 2126-026 2812-1737 (SEE WD 2812-1737 RICHARD ROSENBERG AND CHERYL
ROSENBERG ASSUMED TO BE THE SAME AS CHERYL K ROSENBERG AND RICHARD M
ROSENBERG)

RONALD BROUNES & BARBARA L BROUNES H/W (JT) AN UND 25% INT; RALPH ROBINSON & POLLY ROBINSON H/W (JT) AN UND 30% INT 2126-026; RICHARD MARK ROSENBERG AND CHERYL KROVETZ ROSENBERG CO-TRUSTEES OF THE ROSENBERG REVOCABLE TRUST DECLARATION DATED FEB 6 2024 UND 45% INT 2812-1737

UNIT 204 GLENFIDDICH CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO THE COMMON AREAS CONT 2758 SQ FT OR 0.06 AC 838-547 919-1 1116-214-231 1152-403 1612-1675-1677 1629-1265-1812 1779-415 2205-552 2738-1039-1063

UNIT 301 GLENFIDDICH CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO THE COMMON AREAS CONT 1545 SQ FT OR 0.04 AC 832-509-525 1595-1144-1160 2138-1575

UNIT 302 GLENFIDDICH CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO THE COMMON AREAS CONT 2758 SQ FT OR 0.06 AC 858-696 936-751 963-250-261 1442-1883-1911 1806-1580 2373-1868

THERESA A OWENS TRUSTEE OF THE THERESA A OWENS TRUST DATED AUG 25 2000 2373-1868

UNIT 303 GLENFIDDICH CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO THE COMMON AREAS CONT 1545 SQ FT OR 0.04 AC. 823-324 916-81 1618-100 1989-796 2646-190 2845-1711

UNIT 304, GLENFIDDICH CONDOMINIUMS ACCORDING TO THE OFFICIAL PLAT ON FILE IN SUMMIT COUNTY RECORDERS OFFICE TOGETHER WITH AN UND 1/12 INT IN & TO THE COMMON AREAS CONT 2758 SQ FT OR 0.06 ACRES 854-70 1128-125 2789-920