

### THIRD AMENDMENT TO THE AMENDED & RESTATED DECLARATION OF CONDOMINIUMS OF DONNER PLACE

This Third Amendment to the Amended & Restated Declaration of Condominiums of Donner Place (hereinafter “Third Amendment”), hereby amends that certain Amended & Restated Declaration of Condominium of Donner Place, a Condominium Project, recorded on September 3, 2010 in the Salt Lake County Recorder’s Office, as Entry No. 11025446, as amended, and is hereby adopted by Board of Directors<sup>1</sup> for The Donner Place Owners Association, Inc. (“Association”), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake County Recorder’s Office.

#### RECITALS:

A. This Third Amendment affects and concerns certain real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit “A”** (“Property”).

B. On or about September 3, 2010, Amended & Restated Declaration of Condominium of Donner Place, a Condominium Project was recorded in the Salt Lake County Recorder’s Office, as Entry No. 11025446, as amended (“Declaration”).

C. On or about August 2, 2013, the First Amendment to the Amended & Restated Declaration of Condominium of Donner Place was recorded in the Salt Lake County Recorder’s Office, as Entry No. 11697080 (“First Amendment”).

D. On June 24, 2022, the Second Amendment to the Amended & Restated Declaration of Condominium of Donner Place was recorded in the Salt Lake County Recorder’s Office, as Entry No. 13975223 (“Second Amendment”).

#### **CERTIFICATION**

By signing below, the Board hereby certifies that pursuant to Utah Code § 57-8-39, the Association has obtained the approval or written consent of at least sixty-seven (67%) of the total voting interest in the Association.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby make and execute this Third Amendment, which shall be effective as of its recording date.

#### COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this Third Amendment, the Declaration remains in full force and effect without modification.

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1 Management Committee shall be synonymous with Board of Directors.

3. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, the provisions of this Third Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified to accomplish the purpose and intent of this Third Amendment.

## **AMENDMENT**

4. Article III, Section 22 of the Declaration is hereby deleted in its entirety and replaced with the following:

**22. Declaration and Rules Governing Non-Owner Occupancy.**

Notwithstanding anything to the contrary in this Declaration, any leasing and non-Owner occupancy of a Unit shall be governed by this Article and by Rules and procedures adopted by the Board. For the purpose of this section, "Non-Owner Occupied Unit" means: (1) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no record Owner occupies the Unit as their primary residence; or (2) For a Unit with no individual owners (such as a Unit held in trust or owned by an entity), the Unit is occupied by someone other than the person for whom the trust or estate planning entity was created for use as their primary residency.

a. Limitation on Non-Owner Occupancy. Subject to the provisions in this Article, the number of Units permitted to be Non-Owner Occupied may not exceed two (2) Units (7.7%) of the total Units in the Condominium Project. Notwithstanding this restriction, there are currently one (1) Non-Owner Occupied Units, which are identified in **Exhibit "B"** (collectively "Existing Rental Units"). The Existing Rental Units may continue to be Non-owner Occupied (in excess of the two unit maximum) until the sale or transfer of ownership of said Existing Rental Units, or if an Owner re-occupies an Existing Rental Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit.

b. Units Exempt From the Limitation on Non-Owner Occupied Units. The following Units are exempt from the Non-Owner Occupancy restrictions and shall not count toward the maximum two Unit cap:

- (1) a Unit Owner in the military for the period of the Unit Owner's deployment;
- (2) a Unit occupied by a Unit Owner's parent, child, or sibling;
- (3) a Unit Owner whose employer has relocated the Unit Owner for less than two years;
- (4) a Unit held in a trust or owned by an entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of: (1) a current resident of the Unit, or (2) the parent, child, or sibling of the current resident of the Unit; or

(5) an Owner that: (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Unit when the service has concluded;

(6) a Unit owned by the Association; or

(7) a Unit that has been granted a temporary variance in the sole discretion of the Board.

c. Permitted Rules. The Board may adopt Rules requiring: (1) reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc.; (2) reasonable fees related to the administration of leased and Non-Owner occupied Units, to the extent otherwise allowed by law; and (3) other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

d. Required Rules. The Board shall adopt Rules, resolutions, or procedures to: (1) determine and track the number of Units that are leased, (2) provide for a waiting list if the maximum number of units available to lease are leased and additional owners want to lease Units, (3) determine and track the number of Units exempt under Section and (4) ensure consistent administration and enforcement of the restrictions on Non-Owner Occupied Units in this Declaration.

e. Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units, with the exception of the Association, must comply with the following provisions:

1. (1) Any lease or agreement for Non-Owner Occupancy must be in writing, must be for an initial term of twelve (12) months and any renewal period may not exceed twelve (12) months.
2. Owners are required to include an Association approved addendum to the lease and has such addendum executed prior to occupation.
3. Resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Non-Owner Occupant.
4. If required in the Rules or requested by the Board, a copy of any lease or other agreement for Non-Owner Occupancy

shall be delivered to the Association within the time period provided for in the Rules or by the Board.

5. No Owner shall lease his Unit for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes (whether for pay or not), which shall be deemed to be any rental with an initial term of less than twelve (12) months. Daily or weekly rentals are prohibited.
6. No Owner may lease individual rooms to separate Persons, or lease less than the Owner's entire Unit.
7. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Non-Owner Occupant with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the Owner's Non-Owner Occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his Non-Owner Occupant. Neither the Association, the Board, nor any Manager shall be liable to the Owner or Non-Owner Occupant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association related to an eviction, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.
8. Any Owner leasing their Unit who wishes to use a property management company must use a professionally licensed third party property management company, which must be approved in advance by the Board.

f. Exceptions for Exempt Units. If a Non-Owner Occupied Unit is exempt under this Section then no written lease or rental agreement between the Owner and the Occupant is required.

g. Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents. The Owner and the Non-Owner Occupant, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the Non-Owner Occupant. The Association, the Board, the Manager, and any agent of the Association shall not have any liability for

any action taken pursuant to this Section and the Owner shall indemnify against all losses and liabilities and pay the defense costs of the Association (with the Association's choice of counsel), the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this Section.

5. Article III, Section 41 is hereby added to the Declaration as follows:

Reinvestment Fee Covenant. A one-time reinvestment fee shall be paid to the Association when a change in ownership or transfer of a Unit occurs in the amount of one-half of one percent (0.005) of the gross sales price of a Unit (unless a lesser amount is established by Board from time to time). Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities, and Association expenses.

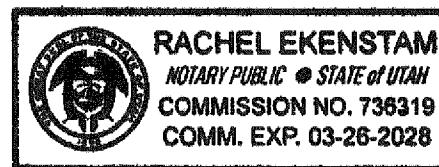
**THE DONNER PLACE OWNERS ASSOCIATION, INC.**

Edward Sweeney  
By: Edward Sweeney  
Its: President

STATE OF UTAH )  
: ss  
COUNTY OF Salt Lake )

On this 10 day of April, 2024, personally appeared before me EDWARD SWEENEY, who being by me duly sworn, did say that he/she is the President of THE DONNER PLACE OWNERS ASSOCIATION, INC., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Rachel Ekenstam  
Notary Public



**Exhibit "A" Legal Description**

<b>Lot</b>	<b>Parcel Number</b>	<b>Legal Description</b>
101	16-11-256-002-0000	UNIT 101, DONNER PLACE CONDM 4.4% INT 5180-0566 7705-1171
102	16-11-256-003-0000	UNIT 102, DONNER PLACE CONDM 2.8% INT 4800-1392 5634-0472 8264-6490 8824-4710
103	16-11-256-004-0000	UNIT 103, DONNER PLACE CONDM 1.4% INT 4583-1260
104	16-11-256-005-0000	UNIT 104, DONNER PLACE CONDM 4.4% INT 4725-1021 6067-2858 6169-0928 6428-2503 6534-2453 6532-2854 THRU 2857 6532-2858 6846-0271 10124-1610,1615
201	16-11-256-006-0000	UNIT 201, DONNER PLACE CONDM 4.4% INT 4582-0931 5443-1707 6432-1075 6637-1589 7810-2935 7810-2937 7928-0076 7965-1602 9223-9629 9972-4897
202	16-11-256-007-0000	UNIT 202, DONNER PLACE CONDM 3.0% INT 4813-0911 5332-0461 8330-3920 9274-4467, 4470, 4473 9174-4474
203	16-11-256-008-0000	UNIT 203, DONNER PLACE CONDM 3.0% INT 4628-1354 6058-2311 7726-1050 8293-3556
204	16-11-256-009-0000	UNIT 204, DONNER PLACE CONDM 4.4% INT. 4587-1358 5168-0447 7405-1453
301	16-11-256-010-0000	UNIT 301, DONNER PLACE CONDM 4.4% INT 4647-0425 6340-1935 7171-0867 7253-1998 8865-0870
302	16-11-256-011-0000	UNIT 302, DONNER PLACE CONDM 3.0% INT. 4592-659 5111-0090 6219-1009 7151-0851, 0852, 0854 7679-2739,2742 9317-1472
303	16-11-256-012-0000	UNIT 303, DONNER PLACE CONDM 3.0% INT. 4607-396 4763-0591 5774-2355 8248-1564 8373-3149,3153,3154
304	16-11-256-013-0000	UNIT 304, DONNER PLACE CONDM 4.4% INT. 4702-792 5244-0620 5923-0809 9626-3419
401	16-11-256-014-0000	UNIT 401, DONNER PLACE CONDM 4.4% INT 4631-136
402	16-11-256-015-0000	UNIT 402, DONNER PLACE CONDM 3.0% INT 4842-1233 5962-104 5962-0103 6089-0995 6089-0995 6089-295 6089-0296 7493-980 7493-0990 8760-0867 8760-0869
403	16-11-256-016-0000	UNIT 403, DONNER PLACE CONDM 3% INT: 4762-290 4983-0749 5377-1066 5876-2372 6187-2408 6883-0637
404	16-11-256-017-0000	UNIT 404, DONNER PLACE CONDM 4.4% INT 4584-0184 5356-1126 7881-1410 8944-4108 9176-6965 9917-9334
501	16-11-256-018-0000	UNIT 501, DONNER PLACE CONDM 4.4% INT 4588-1398 7672-0600 9251-4951 9295-1534 9350-2486 9353-7035 9684-5730 9695-0965 9957-3284
502	16-11-256-019-0000	UNIT 502, DONNER PLACE CONDM 3.0% INT 4710-0144 5680-1732 7160-0817 9375-3882 9922-1931,1935 9944-0754

		9985-5378
503	16-11-256-020-0000	UNIT 503, DONNER PLACE CONDM 3.0% INT. 4433-803 4777-0319 7102-1447 10095-7331
504	16-11-256-021-0000	UNIT 504, DONNER PLACE CONDM 4.4% INT 4584-0187 6055-0305 6056-0664 6372-2480 6372-2490 6820-2501 6820- 2501 6820-2511 8471-4063 9335-7612,7616 9887- 7586,7571,7574,7578
601	16-11-256-022-0000	UNIT 601, DONNER PLACE CONDM 4.4% INT 4622-0253 5328-0546 5599-1150 8541-7439 8550-0350 9304-7927 9306- 2342 9772-4449 9776-6150 9829-8807
602	16-11-256-023-0000	UNIT 602, DONNER PLACE, CONDM 3% INT. 4660-1119 5640-2574 5640-2575 7896-2193 7906-1280 8268-8733
603	16-11-256-024-0000	UNIT #603, DONNER PLACE CONDM 3.0% INT 4696-1021 6746-0708 9831-9208 10084-7338
604	16-11-256-025-0000	UNIT 604, DONNER PLACE CONDM 4.4% INT. 4592-525, 5263-836,0834,0838 5895-2872 6767-2355 8365-1538
701	16-11-256-026-0000	UNIT 701, DONNER PLACE CONDM 6.5% INT 4592-0638
702	16-11-256-027-0000	UNIT 702, DONNER PLACE CONDM 6.5% INT 4592-0652 5425-2273 5574-1475 6006-2140 7516-2661 8346-8480 9120- 3854 9729-3730
AREA	16-11-256-001-0000	BEG N 0^14 34" E 524.28 FT FR CEN SEC 11, T 1S, R 1E, S L M; N 0^14 34" E 257.93 FT; E 155.91 FT; SE LY ALG A CURVE TO L 41.39 FT; S 63^25 26" E 115.64 FT; SW LY ALG A CURVE TO L 26.4 FT; S 26^09 W 258.79 FT; N 63^51 W 180.54 FT TO BEG 1.565 AC 4433-0803

**EXHIBIT B**  
**Existing Rental Units**

Unit 601 – Christie Callister