

After recording mail to:
JAMES & KNOX, PLLC
P.O. Box 17001
Salt Lake City, UT 84117

**FOURTH AMENDMENT TO THE
NORTHPOINT ESTATES AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND BYLAWS**

This Fourth Amendment to the Northpoint Estates Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws (“Fourth Amendment”) is adopted on the date evidenced below by the Northpoint Estates Homeowners Association (“Association”), through its Management Committee, to create and establish a reinvestment fee covenant as more fully set forth below.

RECITALS

A. WHEREAS, certain real property in Salt Lake County, Utah, known as the Northpoint Estates Condominiums Project (“Project”) was subjected to certain covenants, conditions, and restrictions pursuant to the Northpoint Estates Amended and Restated Declaration of Covenants, Conditions and Restrictions and Bylaws (“Declaration”), recorded on January 18, 2000, as Entry Number 7555619 in the Recorder’s Office for Salt Lake County, State of Utah (“Recorder’s Office”), as amended by an Amendment to the Declaration recorded on October 29, 2013, as Entry Number 11749628 in the Recorder’s Office; and a Second Amendment to the Declaration recorded on October 21, 2024, as Entry Number 14302860 in the Recorder’s Office; and a Third Amendment to the Declaration recorded on October 21, 2024, as Entry Number 14302914 in the Recorder’s Office;

B. WHEREAS, this Fourth Amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit A**;

C. WHEREAS, the Management Committee for the Association (“Management Committee”), has determined that it is in the best interests of the Association to adopt a formal reinvestment fee covenant through this Fourth Amendment, for the long-term funding of capital improvement projects; for funding maintenance and repair of common infrastructure, amenities, and facilities; and for other Association Common Expenses;

D. WHEREAS, pursuant to Article 10, Section 10.1 of the Declaration, the undersigned officers of the Association hereby certify that the vote required by the Declaration to approve and adopt this amendment has occurred, and the requisite affirmative vote has been obtained approving this Fourth Amendment, and that all other requirements under the Declaration for amendment thereof, if any, have been satisfied.

NOW THEREFORE, the Declaration is hereby amended in accordance with the provisions and amendment language set forth below. Unless otherwise expressly defined herein, all capitalized terms in this Fourth Amendment shall have the same definition and meaning as the capitalized terms in the Declaration. Any provisions in the Declaration not explicitly addressed in the sections described below shall remain in full force and effect and shall remain unchanged by this Fourth Amendment.

AMENDMENT

The following section is hereby added to Article 21 (Assessments), of the Declaration. This new section will be codified as Article 21, Section 21.2 in the Declaration. This Reinvestment Fee Covenant shall supersede and replace any prior reinvestment fee covenants or transfer fees burdening properties within the Project.

21. Assessments

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21.2 Reinvestment Fee Covenant

21.2.1 Reinvestment Fee Due on Transfer of Property. Each time legal title to any Unit within the Northpoint Estates Condominiums Project passes from one person or entity to another (“Transferred Property”), the new Owner of the Transferred Property (purchaser) shall be obligated to pay to the Association, in addition to any other required amounts, a reinvestment fee in the amount of .5% of the gross purchase price of the Transferred Property, or any such lesser amount as determined by resolution of the Management Committee (“Reinvestment Fee”). The Management Committee shall provide written notice to all members before any change in the percentage or amount of the Reinvestment Fee becomes effective. The Reinvestment Fee shall be collected from the new Owner at the close of escrow for the purchase of the Transferred Property, and paid to the Association not more than thirty (30) days after closing. Until paid to the Association, the Reinvestment Fee due pursuant to this section shall be considered an unpaid common Assessment, with all attendant lien rights and other collection rights reserved to the Association in Article 24 of the Declaration, or any other relevant section of the Declaration. Reinvestment Fees collected pursuant to this section shall be placed in the Association’s reserve account to be utilized in accordance with any provisions governing such account.

21.2.2 Purpose. The purpose of the Reinvestment Fee required to be paid pursuant to this section is to provide for the Association’s costs directly related to the transfer of the Transferred Property and may also provide for the following, in the discretion of the Management Committee: common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; charitable purposes; and/or Association expenses.

21.2.3 Exceptions. The following transfers are not subject to the above

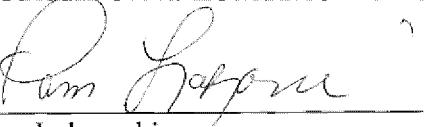
referenced Reinvestment Fee:

- (a) an involuntary transfer;
- (b) a transfer that results from a court order;
- (c) a bona fide transfer to a family member or members of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (d) a transfer or change of interest due to death, whether provided in by will, trust, or decree of distribution; or
- (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

21.2.4 Notice of Reinvestment Fee. A separate Notice of Reinvestment Fee Covenant will be recorded providing additional notice in compliance with Utah Code § 57-1-46(6).

IN WITNESS WHEREOF, the Northpoint Estates Homeowners Association has executed this Fourth Amendment to the Declaration as of the 11 day of August, 2025.

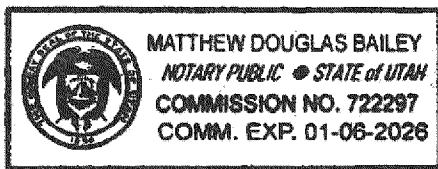
NORTHPOINT ESTATES HOMEOWNERS ASSOCIATION


Pam Lakomski

Management Committee Member and Authorized Representative

STATE OF UTAH)
:ss
COUNTY OF Salt Lake)

On the 11th day of August, 2025, Pam Lakomski personally appeared before me, who being duly sworn by me, did that state that she is a member of the Management Committee of the Association and that she signed said instrument on behalf of said Association by authority of its Management Committee; and acknowledged the signing of said instrument to be their voluntary act and deed.




Notary Public

EXHIBIT A

Legal Description

All Units in the Northpoint Estates Condo Amd Subdivision, including Parcel Numbers 09-30-452-002-0000 through 09-30-452-050-0000; and

All Units in the Northpoint Estates Condo 2nd Amd Subdivision, including Parcel Numbers 09-30-452-051-0000 through 09-30-452-052-0000.