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AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE COLONIES PLANNED
DEVELOPMENT

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RECORDED IN THE OFFICE OF
David Spindler

847-575

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This Amendment to the Declaration of Covenants, Conditions and Restrictions for the Colonies Planned Development is made the 2 day of MARCH, 1983, by the Colonies Planned Development, acting by and through its owners JOHN DESTER and WAYNE LUCK. The Declaration of Covenants, Conditions and Restrictions, which were recorded as Entry No. 465, on Page 739, in Book 2022, the records of the Utah County Recorder, County of Utah, State of Utah shall be amended as follows:

PARAGRAPH I
PROPERTY DESCRIPTION

The property referred to as "The Project" is located in Utah County, State of Utah and shall be more particularly described as follows:

Commencing at a point located North 89°52'58" East along the 1/4 section line 2244.12 feet and South 211.01 feet from the West 1/4 corner, Section 10, T6S, R2E; Salt Lake Base and Meridian; thence North 90°00' East 460.21 feet; thence South 01°18'00" East 424.26 feet; thence North 89°52'58" West 465.22 feet; thence North 00°37'31" West 423.23 feet to the beginning. Basis of bearing, North 89°56'37" East along the 1/4 section line

Commencing North 89°56'39" East, along the Section Line, 1991.86 feet and South 5.69 feet from the west quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence as follows: An arc having a length of 250.14 feet cord bearing south 88°47'32" East 250.13 feet along 800 North frontage road; thence South 0°37'31" East 302.83 Feet; thence South 89°52'3" West 250.01 feet along Rain Tree Plat "A"; thence North 0°37'31" west 308.68 feet along Kingsbury Plat "A" to the point of beginning.

Basis of bearing North 89°56'37" East along the quarter section line.

PARAGRAPH II

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the lots. Ownership of a lot shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot.

4.2 Class of Voters. The Association shall have two classes of voting membership:

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Class A. Class A members shall all be Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 1, 1983.

4.3 Voting-Multiple Ownership. The vote attributable to and exercisable in connection with a lot shall be the percentage of undivided ownership interest in the common areas and facilities which is appurtenant to each lot. In the event there is more than one owner of a particular lot, the vote relating to such lot shall be exercised as such owners may determine among themselves.

4.4 Suspension of Voting Rights. The voting rights of any member shall automatically be suspended during any period in which he shall be delinquent in the payment of assessments due the Association and for any period during which his right to use the recreational facilities upon the common areas shall have been suspended by the Board of Directors.

PARAGRAPH III

ARTICLE VII INSURANCE

7.1 Property Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy of insurance on all Common Area improvements in the Project and all personal property within the Common Areas (except the personal property individually owned by one or more Owners and improvements to Units added by the Owners thereof) in an amount equal to the maximum insurable replacement value thereof, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to improvements similar in construction, location and use, including by way of example, vandalism and malicious mischief. Such policy shall be issued in the name of the Association, as insured, with loss payable in favor of the Association, as Trustee for each Owner and his Mortgagee, if any, who shall be beneficiaries thereof (even though not named therein) in the percentages of Common Area Ownership established as to each Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Such policy shall not be cancellable until after thirty (30) days' notice to each Owner and Mortgagee. The proceeds of such policy shall be received by the Association and held in a separate account for distribution to the Owners and their Mortgagees (subject to the provisions of the Act, this Declaration and the Association By-Laws) as their interests may appear; provided, however, when repair or reconstruction of the Project shall be required as provided in Article VIII hereof, such proceeds shall be applied to such repair or reconstruction.

7.2 Public Liability and Property Damage. The Association shall purchase broad form Comprehensive Liability coverage in such amounts and in such forms deemed appropriate by it. This coverage shall be issued in the name of the Association and shall include Owners in their capacity as Members of the Association as additional insureds and evidence thereof shall be furnished to each additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damage, operation of the automobiles on behalf of the Association and activities of the Association in connection with the operation, maintenance or use of the Common Areas.

7.3 Owner's Insurance. Each Owner, and not the Association, shall have responsibility of obtaining and keeping in full force and effect, at his sole expense, (a) standard fire and extended risk insurance on his own Unit and personal property and furnishings contained in his Unit or located on his respective Limited Common Areas, and on any improvements added to his lot or Unit by an Owner thereof; (b) broad form Comprehensive Liability coverage for his lot and Unit (which shall be in addition to and not in lieu of the Comprehensive Liability coverage required to be purchased by the Association); and (c) such other insurance as he may elect to purchase in addition to the insurance coverage purchased by the Association; provided, however, that in no event is the insurance coverage purchased by the Association to be brought into contribution with insurance purchased by Owners. Certificates of insurance shall include the Association as an additional insured. A certificate of insurance shall be furnished to the Association and must remain on file with the Association.

7.4 Waiver of Subrogation. In the event of loss or damage to the Common Areas or the property of an Owner which shall be covered by insurance, the insurance company paying such claim shall have no right of subrogation against the Association, its agents and employees, nor the Owners, their tenants, or members of their respective households.

7.5 Power of Attorney. Each Owner hereby irrevocably constitutes and appoints the Association as his true and lawful attorney-in-fact and for the purposes of maintaining such insurance policies.

PARAGRAPH IV

Simultaneously with the recordation of the Declaration of Covenants, Conditions and Restrictions for The Colonies Planned Development a document entitled "Articles of Incorporation of the Colonies Planned Development Homeowners Association, Inc.," was recorded with the Office of the County Recorder, Utah County, State of Utah. Those articles were not accepted by the Secretary of State nor the Lieutenant Governor's Office of the State of Utah. Attached hereto and made a part hereof by reference as Exhibit "A" is a document entitled Articles of Incorporation of the Colonies Planned Development Homeowner's Association, Inc., a non-profit corporation. The Declaration of Covenants, Conditions and Restrictions for The Colonies Planned Development shall be and hereby are amended and Exhibit "A" to this document is hereby substituted for the Articles of Incorporation for The Colonies Planned Development Homeowner's Association which were recorded with the original recordation of the Declaration of Covenants, Conditions and Restrictions

for The Colonies Planned Development.

PARAGRAPH V

All provisions, articles and paragraphs of the Declaration of Covenants, Conditions and Restrictions for The Colonies Planned Development shall remain in full force and effect, except as amended by this document or subsequent amendments.

THE COLONIES DEVELOPMENT

BY Wayne R. Luck
WAYNE R. LUCK, President

ATTEST:

John L. Dexter
JOHN L. DEXTER, Secretary

UNIT OWNERS

| Signature | Unit Owned |
|-------------------------------|------------------|
| Marshall G. Quinn | 10C |
| Harvey E. Simpson | 16B |
| Dwight Ford | 22B |
| James G. Smith | 8A |
| Leotis Moore | 19C |
| Matthew B. Smith | 18B |
| Tom Galbreath | 20 9C |
| Chris & Leotis | 6A |
| Harley Bryant | 3B |
| Christadell Phelps | 11A |
| Leola Lacey | 36B |
| Shirley B. Peoples | 23A |
| Jiff Williams | 12B |
| Louis Bonaparte | 15C |
| Chris & Leotis | 28C 32B |
| David R. Smith | 24B |
| Jamie Wilson | 37A |
| Just G. Smith | 29C |
| Kathy Updegraff | 35A |
| Robert Smith | 31A |
| John D. Perkins | 34B |
| Ann C. Hartman | 38C |
| Malcolm C. Cuphett | 7B |
| Walter O. Oston | 30B |
| R.W. | 21A |
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Signature

Unit Owned

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STATE OF UTAH)
 ;ss.
COUNTY OF UTAH)

On the 2 day of MARCH 1983 the signers of the foregoing instrument personally appeared before me and did swear that they were the officers and/or owners of the units as designated adjacent to their respective signatures.

Jeremy M. Hanson
NOTARY PUBLIC

My Commission Expires: 4-2-85
Residing At: OREM, UTAH

