

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
COLONIAL PINES CONDOMINIUM APARTMENTS**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF COLONIAL PINES CONDOMINIUM APARTMENTS ("First Amendment") is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

**RECITALS**

- A. The Project was originally subjected to certain covenants, conditions, easements, and restrictions as contained in the "Bylaws and Declaration Establishing a Plan for Condominium Ownership", recorded with the Salt Lake County Recorder on February 8, 1988 as Entry No. 4583609 ("Original Declaration");
- B. The Original Declaration was amended, replaced, and superseded by the "Amended and Restated Declaration of Condominium of Colonial Pines Condominium Apartments", recorded with the Salt Lake County Recorder on April 4, 2014 as Entry No. 11828806 ("Declaration");
- C. Pursuant to Article 16, Section 4, the Declaration may be amended with the affirmative vote of at least 67% of the Total Votes in the Association.
- D. At least 67% of the Total Votes in the Association approved the following amendments. No Mortgagees have requested to receive notice of any amendments.
- E. This First Amendment shall be binding against the Land, including all Units. See Exhibit A.
- F. Unless specifically modified herein, all remaining provisions of the Declaration remain in full force and effect. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- G. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## **AMENDMENTS**

### **Amendment One**

Article 6, Section 14 of the Declaration is hereby revised and amended to read as follows:

14. Age Restrictions; Housing for Older Persons.

14.1 Each Unit, if occupied, shall at all times, except as otherwise provided herein, be occupied by at least one (1) person fifty-five (55) years of age or older ("Qualified Occupant"). For the purposes of this Section 14.1, a Unit is "occupied" when an Owner or occupant or tenant has possession of the Unit and has the right to actually use or control such Unit. Notwithstanding the foregoing, the non-age qualified surviving spouse of a Qualified Occupant shall be permitted to remain in the Unit following the death of the Qualified Occupant spouse provided that at least eighty percent (80%) of the other occupied Units are occupied by at least one (1) Qualified Occupant. This Qualified Occupant exception expires when the non-age qualified surviving spouse remarries. In compliance with the Housing for Older Persons Act (42 USC § 3607(b)(2)(C)), as amended ("HOPA"), the Association shall (i) publish and adhere to HOPA policies and procedures that demonstrate the intent to operate the Project as a community for persons who are 55 years of age or older as such intent is set forth in this Section 14.1; and (ii) shall establish policies for age verification of each Owner or occupant or tenant by reliable surveys and affidavits, which surveys and affidavits shall be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card, or military identification. Any Owner who sells or leases a Unit within the Project shall disclose in the advertisements and purchase or lease documents that the Project is a 55-year age restricted community under HOPA. An Owner's or the Owner's realtor's failure to disclose that this Project is intended to be operated for persons age 55 and older shall not prevent the Association from enforcing the age restriction policies against any Owner or occupant or tenant for non-compliance.

14.2 No person under the age of eighteen (18) shall reside in any Unit, unless the person is a guest of a Qualified Occupant. Such persons may visit and stay in a Unit as the guest of a Qualified Resident for not more than sixty (60) days in any year.

14.3 Any Unit that is not in compliance with Sections 14.1 and 14.2 at the time this First Amendment is recorded, shall be grandfathered until the Unit is either sold, leased anew to a different occupant or tenant (as allowed by the Declaration), or otherwise conveyed to another Owner.

## **Amendment Two**

Article 16, Section 3 of the Declaration is hereby revised and amended to read as follows:

3. Notices and Contact Information Registration. Any notice required or permitted to be given to any Owner under the provisions of the Declaration, Bylaws, or rules shall be deemed valid if provided by any of the below methods:

3.1 by a written notice delivered personally to the Owner, which shall be effective upon delivery;

3.2 by a written notice placed in the United States mail, first-class postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or, if no such address shall have been furnished, to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed to have been given when deposited;

3.3 by email correspondence to an Owner: (1) sent to an email address provided by the Owner for the purpose of Association communications, or (2) emailed to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Any notice sent by email shall be deemed delivered when it is sent;

3.4 by text message to an Owner to a telephone number capable of receiving text messages. Any notices sent by text message shall be deemed delivered when it is sent;

3.5 by any other method that is fair and reasonable given the circumstances and the subject matter of the notice, or otherwise allowed by law.

Owners shall register a mailing address, email address, and telephone number capable of receiving text messages with the Association. In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Unit. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Unit address.

All notices, demands, and other communications to the Association as provided in the Declaration, Bylaws, or rules shall be in writing and sent to the Association if personally served to the Association's registered agent, if sent by first-class U.S. mail postage prepaid to the Association's principal address, or as otherwise provided or allowed by the Association.

**CERTIFICATION OF AMENDMENT**

I certify, on behalf of the Board of Trustees for the Colonial Pines, Inc., that the foregoing amendments to the Declaration were duly approved by at least 67% of the Total Votes of the Association pursuant to the requirements of the Declaration.

EXECUTED this 18 day of September, 2019.

Carol Hannah  
President

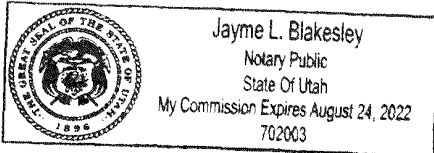
STATE OF UTAH

COUNTY OF SALT LAKE

)  
) SS: CAROL Hannah  
)

On the 18<sup>th</sup> day of September 2019, personally appeared before me Carol Hannah, who by me being duly sworn, did say that he/she is the President of Colonial Pines, Inc. and that the foregoing is true and correct to the best of his/her knowledge.

Jayne Blakesley  
Notary Public



**EXHIBIT A**  
**Project Legal Description & Unit Parcel Numbers**  
**24 Unit Parcels + 1 Common Area Parcel**

That certain real property located in Salt Lake County, State of Utah and more particularly described as follows:

Beginning at the Northeast corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence North 89°52'12" East 59.40 feet; thence South 11°50' East 200.74 feet; thence South 2°26' East 234.72 feet; thence South 89°52'12" West 210 feet; thence North 24°00'14" East 48.99 feet; thence North 2°03'58" East 386.67 feet; thence North 89°52'12" East 65.60 feet to the point of beginning.

Parcel Nos.

1620479002	1620479003	1620479004
1620479005	1620479006	1620479007
1620479008	1620479009	1620479010
1620479011	1620479012	1620479013
1620479014	1620479015	1620479016
1620479017	1620479018	1620479019
1620479020	1620479021	1620479022
1620479023	1620479024	1620479025

1620479001 – Common Area