



**AMENDMENT TO THE
RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE COTTAGES AT COLONIAL SPRINGS**

This Amendment to Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Cottages at Colonial Springs (“Amendment”) is made and executed on the date shown below by the Cottages at Colonial Springs Unit owners.

RECITALS

WHEREAS, on or about December 13, 2001, the original Declaration of Covenants, Conditions and Restrictions of The Cottages at Colonial Springs (“Declaration”) was recorded as Entry No. 1814503, Book 2193, Pages 2160, in the office of the Weber County Recorder; and

WHEREAS, on May 9, 2011, the Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Cottages at Colonial Springs (“Restated Declaration”) was recorded in the office of the Weber County Recorder as Entry No. 2526320; and

WHEREAS, the Restated Declaration amended and restated and replaced the Enabling Declaration, and all amendments to the Enabling Declaration; and

WHEREAS, this Amendment shall be binding against the real property described in the attached Exhibit “A”; and

WHEREAS, the Members, after due notice and vote, desire to amend certain terms and provisions of the Restated Declaration; and

NOW THEREFORE, the Owners of Units within the Cottages at Colonial Springs hereby amend the Restated Declaration. If there is any conflict between this Amendment and the Restated Declaration, this Amendment shall control.

This Amendment shall become effective upon recording and shall be controlling in the event of a conflict between this Amendment and any provision in the Restated Declaration. Unless defined in this Amendment, the capitalized terms used herein shall have the same meaning as defined in the Restated Declaration. The Restated Declaration is hereby amended as follows:

AMENDMENT

Section 5.2.4 of the Restated Declaration is hereby deleted and replaced with the following:

5.2.4 Notice and Payment. The Board shall notify each Owner in writing as to the amount of the annual assessment against his or her Unit on or before December 15th each year for the fiscal year beginning on the following January 1st. Except as otherwise provided by the Board, each annual assessment shall be payable in twelve equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates. All unpaid installments of any annual assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from ten (10) days after the date each such installment became due until paid. Interest may be compounded at the Board's discretion. The Board shall also have the right to assess a late fee of up to \$35.00 for any assessment installment not paid within ten (10) days following the due date thereof. In addition, in the event any installment of the annual assessment is not paid within ten (10) days of the date such an installment becomes due, the Association may, at its option, and upon ten (10) days prior written notice to the Owner, accelerate the due date for all remaining unpaid interest thereon. Payment of the annual assessment installments so accelerated shall be due at the expiration of said ten (10) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Restated Declaration, or a release of Owner from the obligation to pay such assessment or any other assessment.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that this Amendment has been voted on and approved at least sixty-seven percent (67%) of the total votes of the Association

IN WITNESS WHEREOF, this 8 day of January, 2019.

The Cottages at Colonial Springs Owners Association, Inc.

By *Reid H. Brown*
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 8 day of January, 2019, personally appeared before me, Reid H. Brown, who, being by me duly sworn, did say that (s)he is President of the Cottages at Colonial Springs Owners Association, Inc. and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.

Teresa Francis
Notary Public

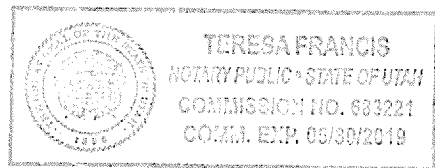


EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF LOTS 1R THROUGH 115R, COTTAGES AT COLONIAL SPRINGS (THE) S A P PHASES 1 THROUGH 5, HARRISVILLE CITY, WEBER COUNTY, UTAH (excepting therefrom lot 106R).

ALL THE COMMON AREA, PARKS AND OPEN SPACES, COTTAGES AT COLONIAL SPRINGS (THE) S A P, PHASES 1 THROUGH 5, HARRISVILLE CITY, WEBER COUNTY, UTAH.

17-288-0001 thru 0002
17-263-0001 thru 0018
17-264-0001 thru 0024
17-280-0001 thru 0015
17-281-0001 thru 0005
17-281-0007 thru 0018
17-293-0001 thru 0029
17-294-0001 thru 0019