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E# 3108029 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
08-Dec-20 0208 PM FEE \$218.00 DEP T
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDMENT

DISSOLVING & TERMINATING

BELLE ISLE

HOME OWNERS ASSOCIATION

This Amendment Dissolving & Terminating Belle Isle Homeowners Association (herein the "Dissolution Amendment") is made and executed on the date shown below by the owners of property within the Belle Isle Home Owners Association ("Association") after having been voted upon and approved by the members of the Association and by the lot owners in the Roylance Farms P.R.U.D Subdivision, aka the Belle Isle Subdivision ("Belle Isle"). The members of the Association and the lot owners in Belle Isle are collectively referred to herein as "Members."

RECITALS

WHEREAS, the Association was originally created by recording the "Declaration of Covenants, Conditions and Restrictions for Belle Isle, a Utah Planned Unit Development" ("Enabling Declaration") was recorded December 2, 1999, in book 2046, beginning on page 2259, in the records of the Weber County Recorder's Office, as Entry Number 1676978; and

WHEREAS, the Enabling Declaration was amended by the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Belle Isle Homeowners Association, Planned Unit Development in Weber County, Utah" ("2012 Amendment"), which was recorded March 2, 2012, in the records of the Weber County Recorder's Office, as Entry Number 2564895; and

WHEREAS, the lots that are subject to this Dissolution Amendment are located in Weber County, State of Utah, as specifically identified in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, there existed various parcels ("Parcels") of real property within or contiguous to Belle Isle which were part of the common area owned by the Association. These Parcels have been subdivided and distributed to adjoining property owners pursuant to the terms of the 2012 Amendment and subsequent action by the Association.

WHEREAS, the Members and the Association no longer own the common areas and

received little if any general benefit from the Parcels when they were owned by the Association. However, the Association incurred substantial expense in maintaining the Parcels for many years. Therefore the Association was not willing to maintain the Parcels at the Association's expense and individual lot owners were willing to accept title to portions of the Parcels and personally incur the cost of maintenance; and

WHEREAS, the Belle Isle Members desire to dissolve the Association and remove all covenants and restrictions currently encumbering their lots, including but not limited to the covenants and restrictions contained in the Enabling Declaration and the 2012 Amendment, and any other amendments on record.

NOW THEREFORE, to accomplish the Member's objectives, the Association hereby approves the dissolution of the Association and approves the rescission, removal and vacation of the Enabling Declaration, the 2012 Amendment, the Association Bylaws, and each and every other Association related document recorded against the real property described in Exhibit "A" (collectively referred to herein as the "Governing Documents") and located in Weber County, Utah, known as the Belle Isle. If there is any conflict between this Dissolution Amendment and the Governing Documents or any other documents, this document shall control.

This Amendment shall become effective upon recording.

DISSOLUTION AND RECISION

ARTICLE I

DISSOLUTION OF ASSOCIATION

- 1.1 **Dissolution.** The dissolution of Belle Isle Homeowners Association is hereby approved. The Association's board is approved to take any and all action to wind up and dissolve the Association. The Association shall no longer have power to make decisions or to enforce any covenant or restriction relative to lots or property within Belle Isle.

ARTICLE II

RECISION OF GOVERNING DOCUMENTS

- 2.1 **Recision.** The Governing Documents of Belle Isle Home Owners Association are hereby revoked and rescinded. No lot owner within Belle Isle or any Member of the Association shall hereafter be bound by any of the Governing Documents, and no Member, the Association, or any other entity shall have the power to enforce any of the Governing Documents. Dissolution of the Association is hereby approved.
- 2.2 **No Homeowners Association.** Upon the recording of this Dissolution Amendment and upon dissolution of the Association, there will be no entity to care for any of the property that has been cared for in the past by the Association. Upon dissolution, the Members

acknowledge (1) that none of the services previously provided by the Association will be provided, (2) that the Association will not be collecting common expenses from Members, (3) that Members will have no obligation to pay any assessments to the Association, and (4) that the responsibility to care for the Parcel that formerly was part of the Association's common areas shall be the responsibility of the member who now holds title to the Parcel.

**ARTICLE III
MISCELLANEOUS**

- 3.1 **No Architectural Standards.** Upon dissolution of the Association and rescision of the Governing Documents, there will no longer be any architectural controls or standards to regulate the placement, size or appearance of buildings within Belle Isles. After dissolution of the Association and rescision of the Governing Documents, only City ordinances will regulate the property.
- 3.2 **Distribution of Association Funds.** The Governing Documents are hereby amended to authorize the distribution of any remaining Association funds to the Members. The Association has collected fees from Members over a period of years, which funds were collected solely for the purpose of paying to operate the Association and to maintain property identified herein. The Association shall make distribution of income or assets to the Members, after satisfaction of all debts or obligations of the Association. The distribution to the Members authorized herein is conferred as a benefit upon the Members of the Association, which benefit is consistent with the purposes of the Association, which purposes are to permit Members to use funds they each contributed to maintain and care for the property that has been maintained by the Association prior to dissolution, but which now will be maintained by the Members. Each Member, in exchange for the return of funds paid by the member to the Association, waives any claim the Member has or might have had, to claim an interest in the Parcels or any use thereof, except as specifically deeded to the lot owner. Since the purpose for which the funds no longer exists, the Association's funds will be returned to the Members in proportion to their respective contributions, sixty days after the recording of this Dissolution Amendment.

[Signatures on Following Page]

EXHIBIT "A"

Legal Description of Lots

Roylance Farms Planned Residential Unit Development, Ogden City, Weber County, Utah

Phase One

Lots 3– 12 [17-227-0003 through 17-227-0012]

Lots 13–16 [17-228-0001 through 17-228-0004]

Phase Two

Lots 25-36 [17-366-0003 through 17-260-0014]

Lots 37-50 [17-367-0001- 0014]

Lots 51-58 [17-367-0015, 0016, 17-368-0001 - 0006]

Lots 59-75 [17-367-0018-0026, 0042, 0032-0034, 17-416-0001-0005]

Lots 76-90 [17-367-0036, 17-368-0014-0019, 17-416-0006-0013]

Phase Three

Lots 1-4 [17-240-0001 through 17-240-0004]

Lots 14-17 [17-240-0005 through 17-240-0008]

Lots 5-9 [17-241-0001 through 17-241-0005]

Lots 10-13 [17-241-0006 through 17-241-0009]

Phase Four

Lots 401-406 [17-301-0001 through 17-301-0006]