

## DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CORRECTION

Place on 9<sup>th</sup>

A Planned Unit Development  
Provo, Utah County, Utah

ENT 78577;2009 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2009 Jul 17 2:01 pm FEE 16.00 BY EO  
RECORDED FOR NEIGHBORHOOD HOUSING SERVIC

Summary Correction Page

June 1, 2009

As development coordinator of the Place on 9<sup>th</sup> planned unit development, the following corrections to the original declaration of easements, covenants, conditions and restrictions, dated January 17, 2007 are hereby made:

**Article IV, Section 10: Quorum.** Owners present at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; as long as there are at least three (3) voting members.

**Article IV, Section 13: Board of Trustees: Composition, Election, Vacancies.** The Association, through its Board of Trustees, is responsible for the maintenance of any Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. Subject to the provisions of Section 4.12, the Board shall be composed of five (5) Trustees, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). At the first meeting of Owners to elect a Board of Trustees two (2) shall be elected to a three-year term one (1) to a two-year term. As Trustees' terms expire, new Trustees shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Trustees from among the Owners and such appointees shall serve until the next annual meeting of Owners when their successors shall be elected for the unexpired term of the Trustee they were appointed to replace. The Board shall designate one of its members as the Development's Trustee to serve on the Board of Place on 9th Homeowners Association until such time as all units are sold.

**12.01 Hazard Insurance.** The Board shall procure and maintain from a company or companies holding a financial rating of Class VI or better from Best's Key Rating Guide, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the Common Areas owned by the Association (and/or buildings in which such Units exist, including all building service equipment, if any, and the like) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and such other endorsements as any first Mortgagee of a Lot shall reasonably require. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to facilities similar in construction, location and use.

NEIGHBORHOOD HOUSING SERVICES of PROVO, a Utah Nonprofit Corporation

Eric Jorgenson  
Vice President

Kim F Bunker  
Treasurer

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On this 16<sup>th</sup> day of July, 2009, personally appeared before me, Eric Jorgenson and Kimball Bunker, who being by me duly sworn, did say that they are the Vice President and Treasurer of Neighborhood Housing Services of Provo., a Utah nonprofit corporation; that said instrument was signed by them in behalf of said corporation pursuant to authority; and that said corporation executive the same.

Sharlene B. Welch  
NOTARY PUBLIC

