

13197 SECOND RECORDING

~~7257~~

1983 MAR 10 AM 11:12

RECORDED IN THE OFFICE OF
Deane H. Hammond

7257

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

547250

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:

BOOK 2048 PAGE 33
BOOK 2006 PAGE 68

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 C. Higgins	10C
Harvey G. Simpson	16B
Dwight Ford	22B
James G. Smith	8A
Lucius Moore	19C
Matthew B. Smith	18B
Don Talbot	18 9C
Geo. E. Smith	6A
Harold H. Smith	3B
Christadell Phelps	11A
Leola Lacey	36B
Shelley B. Thompson	23A
Jiff Williams	12B
Louis Bonaparte	15C
John A. Smith	28C 32B
John A. Smith	24B
James H. Nelson	37A
John G. Smith	29C
Victory H. Smith	35A
Donald H. Smith	31A
John D. Perkins	34B
James C. Hartman	38C
Malvina C. Cockett	7B
Walter C. Orton	30B
R. W. Smith	2A

UNIT OWNERS

Signature	Unit Owned
<i>Scott G. Perryman</i>	4C
<i>Clara B. Payne</i>	25C
<i>Leslie L. Dettinger</i>	2A
<i>Keith O. Kennedy</i>	5B

UNIT OWNERS

Signature

Unit Owned

Stephen Van Cote

K

John Van

30e.

Keith O Kennedy

5B

Leslie R Hittinger

2A

[Blank signature lines]

[Blank unit owned lines]

Signature

Unit Owned

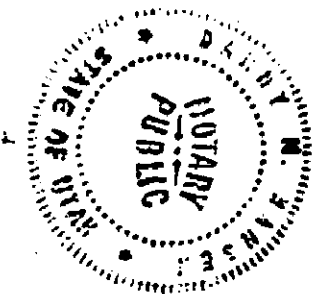
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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. Hansen
NOTARY PUBLIC

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



7257

ARTICLES OF INCORPORATION

OF

THE COLONIES PLANNED DEVELOPMENT

HOMEOWNERS ASSOCIATION, INC.,

A NONPROFIT CORPORATION

January 10th 83
BS 5th

101765

In compliance with the requirements of Title 16, Chapter 6, Utah Code Annotated, 1953, as amended, the undersigned, a natural person of the age of twenty-one (21) years or older, acting as incorporator of a corporation under the Utah Nonprofit Corporation and Cooperative Association Act, adopts and certifies the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is The Colonies Planned Development Homeowners Association, A nonprofit corporation, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 440 West 750 North, Orem, Utah 84057.

ARTICLE III

John Dester whose address is 284 South 1150 West, Orem, Utah, 84057, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized as a nonprofit corporation. No part of the income, if any, of the Association is distributable to its members, directors/trustees or officers. The Association does not contemplate any pecuniary gain or profit accruing to itself or to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots/Units and Common Areas within those certain tract(s) of property commonly known as the Colonies Planned Development at approximately 440 West 750 North, in Orem, Utah. This Association is intended to serve and service the needs of all Lot/Unit owners within all generally contiguous or closely located phases of the Colonies project in North Orem, Utah. The Association is given all powers necessary and appropriate to carry out these purposes and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose, and to further:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Utah County Recorder, Utah County, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

BOOK 2048 PAGE 42

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges and to be subject to all limitations, which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject by covenants of record to assessment by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot/Unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall not issue any shares or stock, but shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot/Unit owned. When more than one person holds an interest in any Lot/Unit, all such persons shall be members. The vote for such Lot/Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot/Unit.

Class B. The Class B member(s) shall be the Declarant (as described in the Declaration), 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 equals the total votes outstanding in the Class B membership; or

(b) on September 11, 1983.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors or Trustees, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John L. Dester	284 S. 1160 W. Orem
Wayne R. Luck	1979 N. 120 E. Orem
Stephen John Francis	1090 N. 960 W. Orem

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect a director for a term of three years.

ARTICLE VIII

Incorporator: The name and address of the Incorporator is:

John Dester 284 South 1160 West, Orem, Utah 84057

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused by such public agency, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

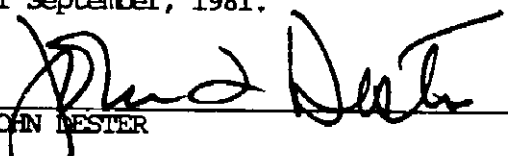
The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

IN WITNESS WHEREOF, I hereunto sign and verify in duplicate these Articles of Incorporation this 11 day of September, 1981.



 JOHN DESTER

STATE OF UTAH ()
:SS
COUNTY OF UTAH ()

SUBSCRIBED AND SWORN to before me a Notary Public in and for said County and State, personally appeared John Dester, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and the statements therein contained are true.

WITNESS my hand and official seal this 11 day of SEPTEMBER, 1981.

James M. Hansen
NOTARY PUBLIC

My Commission Expires: 4-2-85
Residing at: Orion, Utah



BOOK 2048 PAGE 45
SECOND RECORDING
13197
RECORDED AT THE REQUEST OF
John Dester
1983 MAY -5 AM 11:38
UTAH COUNTY CLERK
5/5