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AMENDED DECLARATION OF CONDOMINIUM

OF

COLONIAL VIEW CONDOMINIUMS

THIS AMENDED DECLARATION OF CONDOMINIUM is made and entered into this 19<sup>th</sup> day of December, 1985, by RONALD L. BANGERTER, CAROL G. BANGERTER, CLARENCE D. SAMUELSON, IDELL E. SAMUELSON, EDMOND RAY and GLORIA S. RAY, hereinafter referred to as "Declarant," for themselves, successors, grantees and assigns;

WHEREIN, Declarant has made the following declarations:

1. The purpose of this Declaration is to submit the real property owned by Declarant hereinafter described in Article II and the improvements thereon to the Condominium form of ownership and use in the manner set forth in the "Condominium Ownership Act."

2. The name by which this condominium shall be identified is

01-139-0001 0019 COLONIAL VIEW CONDOMINIUMS located on real property in Davis County, State of Utah.

3. The condominium project consists of four (4) buildings, together with all improvements and appurtenances. There are sixteen (16) residential units and three (3) commercial office warehouse facilities within said four buildings.

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4. The real property owned by Declarant, together with all improvements thereon, are hereby submitted to the provisions of the Condominium Act as a condominium project known as "Colonial View Condominium Project."

5. It is the intent of Declarant to sell to third-party purchasers the fee simple title to the units contained in the project, together with the respective undivided ownership interests in and to the common areas and facilities appurtenant to each unit, subject to the covenants, restrictions and limitations set out in the By-Laws and this Declaration.

NOW THEREFORE, for such purposes, Declarant hereby makes the following Declarations respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Project shall hereinafter be subject:

#### ARTICLE I. DEFINITIONS

The terms used herein and in the By-Laws shall have meanings stated in the Condominium Ownership Act, unless otherwise defined.

1. Act and The Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated, 1953 Amended.

2. Declaration shall mean and refer to this Declaration.
3. Record of Survey Map and Survey Map shall mean and refer to the record of Survey filed herewith, dated the 21 day of May, 1981, consisting of Three sheets and prepared and certified by J. DEAN HILL, a duly registered Utah Land Surveyor.
4. Management Committee and Committee shall mean and refer to the Management Committee of the Colonial View Condominium Project.
5. Declarant shall mean those individuals executing this document or assigns.
6. Common Areas and Facilities shall mean and refer to and include:
  - (a) The real property and interests in real property which this Declaration submits to the terms of the Act.
  - (b) All Common Areas and Facilities designated as such in the Survey Map.
  - (c) All Limited Common Areas and Facilities.
  - (d) All foundations, basements, roofs and lobbies constituting a portion of or included in the improvement which comprise a part of the Project, and any halls, corridors, stairs, stairways, entrances and exits which are designed for the use of more than one Unit.
  - (e) All installations for and all equipment connected with the furnishing of central services to the Condominium Project such as electricity, gas, water, heat and air conditioning.

(f) All tanks, pumps, motors, fans, compressors, ducts and in general all apparatus, installations and facilities included within the Project and existing for common use.

(g) All portions of the Project not specifically included within the individual Units.

(h) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

(i) The yards and the gardens.

(j) All Common Areas and Facilities so defined in the Act, whether or not expressly listed herein.

7. Limited Common Areas and Facilities shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit Owner or Unit Owners to the exclusion of the other Unit Owners, including carports and storage areas which are included within the Project, and the patio and balcony associated with the Units.

8. Unit shall mean and refer to one of the individual Units contained within the Condominium Project comprising one of the respective parts of the Condominium Project which is designated as such on the Record of Survey Map and which is intended to be independently owned, encumbered and/or conveyed, including the walls and partitions which are wholly contained within a designated Unit and the inner decorated and/or finished surfaces of the perimeter walls,

floors and ceilings. The paint or other finishing on the inside surfaces of perimeter walls (the exterior walls of the building) and of the ceilings, shall be deemed to be a part of the pertinent Unit, but all other portions of said perimeter walls and ceilings shall be deemed to be Common Areas and Facilities. Partition walls, i.e., walls common to two Units, shall be deemed to be part of the Units they separate, and each Unit shall be deemed to include as part thereof the entire area within and extending to the center of such partition walls. Should a Unit Owner own two or more adjoining Units, such Unit Owner shall be deemed to own, the entirety of the partition walls between the Units which he owns. The term Unit shall not, however, be deemed to include the perimeter walls, floors and ceilings surrounding such Unit, except as shown otherwise on the Record of Survey Map, nor shall it be deemed to include the pipes, wires, conduits or other utility lines running through or under such Unit.

9. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit in the attached Exhibit "A" and in the Record of Survey Map.

10. Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant thereto. The Declarant shall be deemed the owner of all unconstructed or unsold Units. In the event a Unit is the subject of an executory contract

of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.

11. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act and this Declaration for operation of the Project, if any, and such rules and regulations as the Management Committee may from time to time make and adopt. It is contemplated that all water used on or in connection with the Project, including water used in connection with any individual Units, shall be deemed a part of the common expenses for which the Unit Owners shall be liable in the proportion of their undivided interests in the Common Areas and Facilities.

12. Parcel shall mean and refer to the real property which Article II of this Declaration submits to the terms of the Act.

13. Condominium Project or Project shall mean and refer to the Colonial View Condominium Project.

14. Exclusive Use shall mean and refer to the use of the Limited common Areas and Facilities.

15. Majority or Majority of the Unit Owners shall mean and refer to the owners of more than fifty-one per cent (51%) in the aggregate in interest of the undivided ownership of the Common Areas and Facilities.

16. Common Profits shall mean and refer to the balance of all income, rents, profits and revenues received by the common areas and facilities remaining after the deduction of common expenses.

17. Manager shall mean and refer to the person, persons, corporation or institution selected by the Management Committee, if any, for the managing of the project and who shall be subject to its control. If a management agreement is entered into, said management agreement shall contain provisions which will allow (a) the management agreement to be terminated for a cause upon giving the Manager thirty (30) days' prior written notice; (b) the management agreement to be effective for a term certain from one to three years with options to renew by mutual agreement between the Association and Manager.

18. Mortgage shall mean and refer to a mortgage or deed of trust.

19. Mortgagee shall mean and refer to a mortgagee or a beneficiary under a deed of trust.

20. To the extent applicable to the tenure hereof and not expressly inconsistent herewith, definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made parts hereof.

#### ARTICLE II. SUBMISSION

Declarant hereby submits to the provisions of the Act as a Condominium Project to be known as The Colonial View Condominium Project, the following described tract of land situated in Davis County, State of Utah, to wit:

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BEGINNING ON THE U.S. GOVERNMENT SURVEY  
MONUMENT MARKING THE SOUTHWEST CORNER OF  
SECTION 31 T2N R1E SLB&M, DAVIS COUNTY,  
UTAH, AND RUNNING THENCE S  $89^{\circ} 58' 32''$  E  
24.25' S  $0^{\circ} 06' 24''$  E 255.0' THENCE S  $89^{\circ}$   
 $53' 26''$  W 129.50 THENCE N  $41^{\circ} 19' 24''$  W  
148.62, THENCE N  $40^{\circ} 33' 56''$  E, 203.14,  
THENCE N  $89^{\circ} 51' 48''$  E 81.93' TO POINT OF  
BEGINNING.  
CONTAINING 1.036 ACRES.



THE FOREGOING SUBMISSION IS SUBJECT TO: All Patent reservations and exclusions; all instruments of record which affect the above-described Parcel or any portion thereof; all visible easements and rights-of-way; all easements and rights-of-way of record; all easements and rights-of-way shown on the Survey Map; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Parcel at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines and similar facilities.

### ARTICLE III. COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration and the foregoing submission are made upon and under the following covenants, conditions and restrictions:

1. Description of Improvements. The improvements included in the Condominium Project are now or will be located upon the Parcel described above, and all of such improvements are described in the Survey Map. The Survey Map shows the basements, the number of stories, and the number of Units which are to be contained in the buildings which comprise a part of such improvements. The buildings are or will be of brick, composition board, asphalt singles, concrete and wood.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location,

dimensions, from which its area may be determined, those Limited Common Areas and Facilities which are reserved for the exclusive use of the Owner thereof, and the Common Areas and Facilities to which it has immediate access. All Units shall be capable of being independently owned, encumbered and conveyed.

3. Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit: (a) The Unit number; (b) Its approximate area; (c) The number of rooms; (d) The Unit's appurtenant percentage of undivided ownership interest in the Common Areas and Facilities; (e) Voting rights; (f) Basis for pro-rata share of owner's expense.

4. Common and Limited Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Article I of this Declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it attains; and even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

5. Computation of Undivided Interest. For purposes of determining (a) the percentage of undivided interest in the Common Areas and Facilities which are appurtenant to the various units, and (b) voting rights, a figure representing the approximate floor space

associated with a Unit has been used as a measure of value. The percentage of (a) undivided ownership interest in the Common Areas and Facilities appurtenant to each unit; and (b) voting rights of each unit owner is the ratio between the approximate floor space figure for that unit and the sum of the approximate floor space for all units.

6. Permissible Use of Units and Common Areas. The sixteen (16) units contained in the Project are intended to be used for single family residential housing and are restricted to such use. Three (3) units contained in the project are intended for commercial office facilities and are restricted to such use. No Unit shall be used, occupied or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to jeopardize the support of any other Unit; so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. The Common Areas and Facilities shall be used only in a manner consistent with their community nature and the Limited Common Areas and Facilities may only be used by the Owner of the Unit to which they appertain.

7. Condition and Maintenance of Units. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

8. Management Committee. The Condominium Project, Common Areas and Facilities shall be managed, operated and maintained

by a Management Committee as agent of the Unit Owners in accordance with the terms, conditions and provisions of: (a) The Act; (b) This Declaration; (c) The By-Laws of the Colonial View Condominium Project attached hereto as Exhibit "B" and by this reference made a part hereof, and any amendments thereto; and (d) Such rules and regulations pertaining to the Condominium Project as the Management Committee may from time to time duly adopt and all agreements and determinations lawfully made by the Management Committee respecting the Condominium Project which are not in contravention of the Act, this Declaration or the By-Laws.

9. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvements, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance

maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Davis County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated, 1953 Amended, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out under this Paragraph 9 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 9 regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers, each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been

destroyed or substantially damaged and the percentage which governs the application of the provisions of this Paragraph 9 shall be the average of the two closest appraisal figures.

10. Amendment.

(a) Except as provided in Paragraph 10(b) below, the vote of at least 75% of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration, the by-laws or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred.

(b) Until Units representing 75% of the undivided ownership interest in the Project have been sold, or three (3) years have expired from recordation of the Declaration of Condominiums, Declarant shall have, and is hereby vested with the right, to amend this Declaration, the Record of Survey Map and/or the By-Laws. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with the law.

11. Insurance. As more fully provided in Article XXVII of the By-Laws, the Management Committee shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities, and having firm endorsements covering the replacement value of the Units to provide for restoration thereof to tenantable

condition in the event of destruction or damage. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to the Management Committee as Trustees for each of the Unit Owners in the percentage established in the Declaration, and to the respective first mortgagees of the Unit Owners, as their interests may appear. Said policy or policies shall provide for separate protection for each Unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and with a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit, or any Unit Owner for the recovery of any loss under said policy or policies. Such policy or policies shall not be cancellable except after thirty (30) days' written notice to the Management Committee and first mortgagees and a copy or a duplicate of such policy or policies shall be deposited with the mortgagees with evidence of the payment of premiums and with renewal policies to be deposited with the mortgagee not later than thirty (30) days prior to the expiration of existing policies. The individual Unit Owners may carry insurance coverage of their own on such of their individual property as may be located in their Units and shall procure such further insurance coverage respecting their ownership, use or occupation of their individual Units as they may deem necessary; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage on a Unit of which he is the Owner in such a way as to decrease the amount which the Management Committee may realize

under any insurance policy which the Management Committee may have in force on the Condominium Project at any particular time.

12. Compliance by Unit Owners, Etc. Each Unit Owner, tenant or occupant of any Unit shall comply with the provisions of the Act, this Declaration, the By-Laws and the rules and regulations referred to above and all agreements and determinations lawfully made and/or entered into by the Management Committee, including any amendments thereto and any failure to comply with any of the provisions of said Act, Declaration, By-Laws, rules, regulations, agreements and determinations, or any amendments thereto, shall be grounds for an action by the Management Committee to recover any loss or damage resulting therefrom and/or for injunctive relief.

13. Mortgagee Protection. Notwithstanding all other provisions hereof, or any By-Laws adopted as to this Project:

(a) Any liens created hereunder, or under By-Laws of the Project, shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value as to Unit, Units or the Project.

(b) No amendment to this Declaration, or the adoption of any amendment to the By-Laws for this Project, or promulgation or amendment of any rules or regulations by the Management Committee, shall affect the rights of the holder of any first mortgage who does not join in the execution thereof.



14. Provisions Supplemental to Act. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act.

15. Effective Date. This Declaration shall take effect upon recording as provided by the Act.

16. Effect of Invalidity. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. This Declaration shall be liberally construed to effect its purposes. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

18. Covenants to Run with Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to the terms of the Act, the terms of

this Declaration, the By-Laws attached hereto and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration, the Act, the By-Laws and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration.

19. Encroachments. If any portion of the Common Areas and facilities encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Areas and facilities, as a result of settling or shifting, a valid easement for the encroachment and for the maintenance of the same so long as such building stands shall exist,

In the event any Unit or any adjoining Common Areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent-domain proceedings, and then rebuilt, encroachments of parts of the Common Areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner if said encroachment occurred due to the willful conduct of said owner.

20. Easements. The Management Committee of owners may hereafter grant easements for utility purposes for the benefit of the Condominium property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas lines, telephone and television wires and equipment, and electrical conduits and wires over, under, along or on and through any portions of the Common Areas and facilities, and each owner by his acceptance of a deed to his Unit agrees from time to time to execute, acknowledge, deliver and record for and in the name of such owner, such instruments (with dower rights released), necessary to effectuate the foregoing.

An easement is granted to each owner to allow attachment of draperies, pictures, mirrors and light decorations, furnishings to the interior surface of the perimeter and interior walls and ceilings.

Each Unit shall be subject to such easement as may be necessary for installation, maintenance, repair or replacement of any Common Areas, and facilities located within the boundaries of such Unit.

A nonexclusive easement is hereby reserved to the Declarant and its successors and assigns, of ingress and egress over any and all common areas, whether street, sidewalk, grass, units, for the performance of any and all repairs and/or labor required by Declarant and its assigns. The appropriate government agency shall have an easement for ingress and egress as required to fulfill any and all services required to be rendered to either individuals and/or property.

21. Assessments. Assessments against the Owner shall be made or approved by the Management Committee and paid by the Unit Owner to the Management Committee in accordance with the following provisions:

(a) Share of Expense, Common Expense. Each Owner shall be liable for his share of the common expenses and any common surplus shall be owned by each Owner in a like manner. An assessment may be levied by the Management Committee and/or Board of Trustees, against the owners for the upkeep and maintenance of the Common Areas and facilities and limited Common Areas.

(b) Assessments Other Than Common Expenses. Any assessments, the authority to levy which is granted to the Management Committee or its Board of Trustees by the Condominium documents shall be paid by the Owners to Declarant in the proportions set forth in the provisions of the Condominium documents authorizing the assessments.

(c) Assessments for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding, for which the assessments are made, and at such other and additional times as in the judgment of the Management Committee additional common expenses, assessments are required for the proper management, maintenance and operation of the limited Common Areas and Common Areas and facilities. Such annual assessments shall be

due and payable in twelve equal consecutive monthly installments on the first of each month beginning with January of the year for which the assessments are made. The total of assessments shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

Other assessments shall be made in accordance with the provisions of the Condominium documents, and if the time of payment is not set forth in the Condominium documents, the same shall be determined by the Management Committee.

(d) Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Management Committee.

(e) Assessments for Liens. All liens of any nature, including taxes and special assessments levied by governmental authority, which are a lien upon more than one Unit or upon any portion of the common elements shall be paid by the Declarant as a common expense, and shall be assessed against the Unit in accordance with the share of the Unit concerned or charged to the common expense account, whichever in the judgment of the Management Committee is appropriate.

(f) Assessment Roll. The assessments against

all Owners shall be set forth upon a roll which shall be available in the Office of the Declarant for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid.

(g) Liability for Assessment. The owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Areas or facilities or by abandonment of the Unit for which the assessments are made.

(h) Lien for Assessments. The unpaid portion of any assessment, whether regular or special, assessed to an Owner plus interest at the highest legal rate and costs, including reasonable attorney's fee, shall become a lien upon the Unit and all appurtenances thereto, including all tangible personal property located therein, when a notice claiming the lien has been recorded by the Declarant in the public records of Davis County as provided in Section 57-8-20, Utah Code Annotated, 1953 Amended. The Management Committee shall not, however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall also secure all assessments

which come due thereafter until the claim is satisfied. Said lien shall be subordinate to prior bona fide liens of record.

(i) Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of fifteen per cent (15%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(j) Suit. The Declarant, at its option, may enforce collection of delinquent assessments by suit at law, or by foreclosure of the liens securing the assessments, or by any other competent proceeding and in either event, the Declarant shall be entitled to recover in the same action, suit or proceedings, the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of fifteen per cent (15%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

(k) Compliance and Default. Each Owner shall be governed by and shall comply with the terms of the Condominium documents and By-Laws adopted pursuant thereto, and said documents as they may be amended from time to time. A default shall entitle the Declarant or other owners to the following relief:

Legal Proceedings. Failure to comply with any of the terms of the Condominium Project documents adopted pursuant thereto, shall be grounds for relief, which may include, without intending to limit the same, to an action to recover the sums due for damages, injunctive relief, foreclosure or lien, or any combination thereof, and which relief may be sought by the Declarant, or if appropriate, by an aggrieved Owner.

Liability. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his guests or their guests (guest, as defined herein, shall not include those persons occupying said Unit by reason of the rental agreement with Declarant), but only to the extent that such expense is not met by the proceeds of insurance carried by Declarant. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies or rights of subrogation.

Costs and Attorney's fees. In any proceeding arising because of an alleged default by the Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

No Waiver of Rights. The failure of the Declarant or of an Owner to enforce any right, provision, covenant or condition



which may be granted by the Condominium documents shall not constitute a waiver of the right of the Declarant nor Owner to enforce such right, provision or covenant or condition in the future,

Cumulative Rights. All rights, remedies and privileges granted to the Declarant and Owners, pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium documents, or at law, or in equity.

22. Deeds. Any transfer of a Unit by deed shall include all appurtenances thereto, whether or not specifically described.

23. Gender. Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

24. Agent for Service of Process. The person to receive service of process in the cases authorized by the Act shall be:

RONALD L. BANGERTER  
225 West 300 South  
Bountiful, Utah 84010

The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Davis County, State of

Utah.

This Amendment was voted upon and approved by Declarant in accordance with Article III, Paragraph 10 of this Document.

EXECUTED the day and year first above written.

*Idell E. Samuelson*  
IDELL E. SAMUELSON  
*Edmond Ray*  
EDMOND RAY  
*Gloria S. Ray*  
GLORIA S. RAY

*Ronald L. Bangerter by J. R. Bangerter*  
RONALD L. BANGERTER  
*Carol G. Bangerter by J. R. Bangerter*  
CAROL G. BANGERTER  
*Clarence D. Samuelson*  
CLARENCE D. SAMUELSON

STATE OF UTAH )  
  ) : ss:  
County of Davis )

On the 19<sup>th</sup> day of December, 1985, personally appeared before me IDELL E. SAMUELSON, EDMOND RAY, GLORIA S. RAY, RONALD L. BANGERTER, CAROL G. BANGERTER and CLARENCE D. SAMUELSON, who declared before me that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Clare Mathias*  
NOTARY PUBLIC  
Residing: *Hayden, Utah*

My Commission Expires:



EXHIBIT A

TO

ENABLING DECLARATION OF COLONIAL VIEW CONDOMINIUM PROJECT

The project will have four (4) buildings. Buildings 3045, 3047, and 3049 will contain four (4) single family dwellings. Building No. 3051 will have four (4) single family dwellings and three (3) commercial office units.

Units	Approx. No. of Sq. Ft.	No. of Rooms			Percent Ownership in Common Areas and Facilities. (Also determina- tive of voting rights and used as a general basis for pro rata share of owners' expenses).
		Total	Bed	Bath	
<u>Units 3045</u>					
(A)	1289	8	3	1-3/4	6.7
(B)	832	7	2	1-1/2	4.3
(C)	976	7	2	1-1/2	5.1
(D)	1045	6	2	1	5.4
<u>Units 3047</u>					
(A)	1289	8	3	1-3/4	6.7
(B)	832	7	2	1-1/2	4.3
(C)	976	7	2	1-1/2	5.1
(D)	1045	6	2	1	5.4
<u>Units 3049</u>					
(A)	1289	8	3	1-3/4	6.7
(B)	832	7	2	1-1/2	4.3
(C)	976	7	2	1-1/2	5.1
(D)	1045	6	2	1	5.4
<u>Units 3051</u>					
(A)	837	5	2	1	4.4
(B)	938	5	2	1	4.9
(C)	1036	5	2	1	5.4
(D)	1131	7	2	2	5.9
<u>Offices</u>					
(1)	1142	2		1	6.0
(2)	662	2		1	3.5
(3)	1033	2		1	5.4
<b>TOTALS</b>	<b>19,205</b>				<b>100.00%</b>

EXHIBIT A

TO

ENABLING DECLARATION OF COLONIAL VIEW CONDOMINIUM PROJECT

The project will have four (4) buildings. Buildings 3045, 3047, and 3049 will contain four (4) single family dwellings. Building No. 3051 will have four (4) single family dwellings and three (3) commercial office units.

Percent Ownership in Common Areas and Facilities. (Also determinative of voting rights and used as a general basis for pro rata share of owners' expenses).

<u>Units 3045</u>	<u>Approx. No. of Sq. Ft.</u>	<u>No. of Rooms</u>				
		<u>Total</u>	<u>Bed</u>	<u>Bath</u>		
(A)	1289	8	3	1-3/4	6.7	
(B)	832	7	2	1-1/2	4.3	
(C)	976	7	2	1-1/2	5.1	
(D)	1045	6	2	1	5.4	
<u>Units 3047</u>						
(A)	1289	8	3	1-3/4	6.7	
(B)	832	7	2	1-1/2	4.3	
(C)	976	7	2	1-1/2	5.1	
(D)	1045	6	2	1	5.4	
<u>Units 3049</u>						
(A)	1289	8	3	1-3/4	6.7	
(B)	832	7	2	1-1/2	4.3	
(C)	976	7	2	1-1/2	5.1	
(D)	1045	6	2	1	5.4	
<u>Units 3051</u>						
(A)	837	5	2	1	4.4	
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(1)	1142	2		1	6.0	
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<b>TOTALS</b>	<b>19,205</b>				<b>100.00%</b>	