

28307

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COLONIAL PINES CONDOMINIUM

The following attached exhibits were omitted from the Amended Declaration of Covenants, Conditions and Restrictions, recorded June 24, 1985 as Entry No. 17653, in Book 2226, at Page 617.

The purpose or intent of this document is to incorporate said exhibit as a part of said Amended Declaration of Covenants, Conditions, and Restrictions, recorded June 24, 1985, as Entry No. 17653, in Book 2226, at Page 617.

The following described tract of land in Utah County, State of Utah:

All of Units 1-20, shown in the Record of Survey Map for Colonial Pines Condominiums, appearing in the records of the County of Utah as Entry No. 25355, Map Filing No. 3050 of Plats, and as defined and described in the Declaration of Condominium, appearing in such records in Book 2159, at Page 208 of records. This conveyance is subject to the provisions of the aforesaid Declaration of Colonial Pines Condominium.

Together with an undivided ownership interest in said condominiums common areas and facilities which is appurtenant to said unit.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this _____ day of _____, A. D. 1985.

Attest:

TORREY PINES, INC., A UTAH CORPORATION

BY: James Fullmer
James Fullmer, President

(Corporate Seal)

STATE OF UTAH)
 :
COUNTY OF UTAH)

On the 10 day of September, A. D. 1985 personally appeared before me James Fullmer who being by me duly sworn did say, for himself, that he, the said James Fullmer is the president, of Torrey Pines, Inc., A Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of the action of its board of directors and said James Fullmer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



James Fullmer
Notary Public
PLEASANT GROVE UTAH
Residing at _____

MARCH 14, 1987
Commission expires: _____

BOOK 2245 PAGE 234

EXHIBIT "A"

Commencing at a point located 2,755.64 feet East and 535.72 feet South of the Northwest corner of Section 23, Township 5 South, Range 1 East, Salt Lake Base and Meridian; said point being South 0 deg. 42' 25" West 8.00 feet of the Northwest corner of Lot 4, Block 10, American Fork Survey. Plat "A";

Thence South 89 deg. 17' 35" East 432.50 feet; thence South 00 deg. 42' 25" West 190.00 feet to the South Line of Lot 11, Block 10; thence North 89 deg. 17' 35" West 20.00 feet, along above South Line to the Southwest Corner of Lot 11, Block 10; thence South 00 deg. 42' 25" West 12.00 feet along the East Line of Lot 2, Block 10; thence North 89 deg. 17' 35" West 61.71 feet; thence North 00 deg. 42' 25" East 45.00 feet; thence North 89 deg. 17' 35" West 61.71 feet; to the West Line of Lot 2, Block 10; thence North 00 deg. 42' 25" East 21.12 feet, along above line to the Southeast Corner of Lot 4, Block 10; thence North 89 deg. 17' 35" West 172.83 feet along the South Line of Lot 4, Block 10; thence North 00 deg. 42' 25" East 6.38 feet; thence North 89 deg. 17' 35" West 116.25 feet to the Eastern Right of Way of 100 West Street; thence North 00 deg. 42' 25" East 129.50 feet, along said Right of Way to the point of beginning. Contains 1.481 acres.

26307

RECORDED AT THE REQUEST OF

PRIMO LAND TITLE CO.

1995 SEP 12 AM 9 16

RECORDED
STAR COUNTY RECORDER
BY [Signature] 50
485 INC.

BOOK 2245 PAGE 235

EXHIBIT C
DESIGNATION OF PARKING
OF
COLONIAL PINES CONDOMINIUM

The parking area is part of the common areas of Colonial Pines Condominium. As specifically set forth on the Record of Survey Map, the following is an assignment of parking with respect to the Building, Unit and parking spaces available:

<u>Building</u>	<u>Unit Number</u>	<u>Parking Designation</u>	
		<u>Covered</u>	<u>Open</u>
A	1	1	1A
	2	2	2A
	3	3	3A
	4	4	4A
	5	5	5A
	6	6	6A
	7	7	7A
	8	8	8A
	9	9	9A
	10	10	10A
B	11	11	11A
	12	12	12A
	13	13	13A
	14	14	14A
	15	15	15A
	16	16	16A
	17	17	17A
	18	18	18A
	19	19	19A
	20	20	20A

EXHIBIT D

BY-LAWS

OF

COLONIAL PINES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Colonial Pines Owners Association, Inc., hereinafter referred to as the "Association".

The principal office of the corporation shall be located at 50 South 100 West, American Fork, Utah 84003, but meeting of members and directors may be held at such places within the County of Utah, State of Utah, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ~~Terry~~ Pines Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property in which the unit owners have an undivided interest.

Section 4. "Unit" shall mean any one of those parts of the buildings which are separately described on the Record of Survey Map.

Section 5. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple

title to any unit which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Oral T. Dalton and Bonnie B. Dalton, their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the County Recorder, Utah County, State of Utah.

Section 8. "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Board of Directors" shall mean and refer to the governing Board of the Association, and shall have the same rights and responsibilities as the "Management Committee" under the Utah Condominium Ownership Act.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on June 1st at seven o'clock p.m. and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty-five percent (25%) of the members entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing

a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of all votes entitled to be cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon any conveyance or transfer by the member of his unit.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who, with the exception of the Declarant, shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) Directors who shall serve for the ensuing year and thereafter until his successor shall have been elected and qualified.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the meeting shall be given to all Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including those vested in the Management Committee pursuant to the Utah Condominium Ownership Act;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. A director may serve as manager or a corporation in which a director is an interested party may also serve as manager. The manager shall be entitled to receive reasonable compensation for services performed for the Association. Before employing a manager, independent contractor, or other employee, the Federal Housing Administration or the Veterans Administration must first approve the employment agreement.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(4) recommend special assessments as may become necessary.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association; and provide blanket liability and hazard insurance on all the properties and improvements thereon, if commercially available. If such insurance on the units is not available to the Association or the cost is greater than individual policies collectively, then the individual owner shall obtain such insurance and furnish the Association evidence thereof;

(f) cause the Common Area to be maintained;

(g) cause the exterior of the buildings to be maintained, as provided in the Declaration.

(h) exercise all duties and responsibility of the Management Committee as set forth in the Utah Condominium Ownership Act.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Appointment of Officers. The appointment of officers shall take place following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such

vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. A person may hold the offices of director, officer, and manager simultaneously.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the

Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII
COMMITTEES

At the discretion of the Board of Directors, Committees may be appointed to carry out the directives of the Board and to assist the Board in its corporate purposes.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and eighteen percent (18%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against

the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his unit.

ARTICLE XI
CONTRACTUAL LIMITATIONS

It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the common areas bears to the interest of all of the members in the common areas. Every agreement made by the Board by the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as unit owners) and that each owner's liability thereunder shall be limited to such proportion of the total liability thereunder as interest in the common areas, thereas to the interest of all owners in the common area.

ARTICLE XII
AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while Declarant controls the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall

control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Colonial Pines Owners Association, Inc., a non-profit corporation;

and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16 day of June, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 16 day of June, 1984.

Bonnie Dalton

SECRETARY

EXHIBIT E
REGULATION OF COMMON AREA
OF
COLONIAL PINES CONDOMINIUMS

1. Vestibules, halls, stairways, and other condominium areas and facilities of a similar nature must remain unobstructed, and shall be used only for purposes of normal transit.

2. Lobbies, vestibules, hallways, stairways, and other condominium areas and facilities of a similar nature shall not be used for storage or placement of any furniture, packages, or objects of any kind.

3. Hanging, cleaning, or beating garments, rugs, or the like from or on the windows, terraces, or facades of the building, or in lobbies, vestibules, hallways, stairways, or other condominium areas of a similar nature is prohibited.

4. Throwing garbage or trash outside disposal installation provided for such purposes is prohibited.

5. All damage to common elements caused by the moving or carrying of articles therein shall be the responsibility of, and shall be paid for by the owner or person in charge of such articles.

6. No owner, occupant, or licensee shall post their names, or any other notice in any lobby, vestibule, hallway, stairway, or other condominium area except in places provided therefor.

7. Units shall be occupied and used by their respective owners only as private dwellings for such owners, their families, tenants, and social guests, and for no other purpose whatsoever.

8. No portion of a unit other than the entire unit may be rented. Any lease must be in writing and subject to the Declaration and By-laws. Unit owners are prohibited from leasing their units for an initial term of less than thirty (30) days.

9. Owners shall not permit or suffer anything to be done or kept in their units which would increase the rate of fire insurance thereon or on the condominium as a whole.

10. No owner, lessee, or licensee shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units or the like on the exterior of the project, or which protrude through the walls or the roof of the project except as authorized by the Association.

11. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the Association, and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the building.

12. Each unit owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common elements, any portion of the property belonging to other owners, or the project as a whole, and each unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

13. Each unit owner, at his own expense, shall comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his unit.

14. Unit owners, their families, guests, tenants, and employees will abide by the following parking and traffic regulations:

a. Owners shall not park, nor shall they permit their families, guests, or tenants to park in the parking spaces of other owners, or in such manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles are subject to removal at their owners' expense.

b. Owners, their families, guests, tenants, and employees shall abide by such traffic and parking regulations as may be posted in the parking areas and on the driveways of the condominium.

The Association reserves the right to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the condominium and for the comfort and convenience of the occupants thereof, subject to approval of American Fork City, Utah.

EXHIBIT F
MAINTENANCE AGREEMENT

THIS AGREEMENT by and between Dalton and Fullmer, a Utah Partnership, hereafter referred to as "Developer"; Colonial Pines Owners Association, Inc. hereafter referred to as "Association"; and the City of American Fork, hereafter referred to as "City"; and

WHEREAS, the Developer is the owner of certain real property located within American Fork City, which real property is more particularly described in "Exhibit A" attached hereto, and is desirous of establishing a Condominium in accordance with City ordinances relating thereto; and

WHEREAS, said Condominium contains certain open spaces, parking lots, utilities, and other common areas, facilities and services which are to be or have been provided by the Developer for the use and benefit of the subsequent owners and occupants of the Condominium; and

WHEREAS, it is intended that upon establishment of the Colonial Pines Owners Association, responsibility for management, maintenance and operation of said common areas, facilities and services shall be assumed by said Association; and

WHEREAS, it is necessary and proper in connection with said Condominium that an agreement be entered into among the Developer and the Association and the City for the purposes of guaranteeing the integrity, proper management and upkeep of the project and the furnishing of necessary services to

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subsequent owners, and for the further purpose of assuring that existing taxpayers are not burdened with the expenses of providing new residents with capital improvements and needed or desired services not common to the entire City or provided on a City-wide basis;

NOW, THEREFORE, in consideration of the necessary approvals, consents, and authorizations given by the City for the purpose of allowing the Developer and Association to establish and operate said project, and for the purpose of complying with the Codes of the City in such cases made and provided, the Developer and Association covenant and agree with the City, as hereinafter set forth.

1. The Developer agrees to construct and provide, at its expense, all landscaping and open space areas, parking lots and sidewalks, water and sewer facilities, fences, common storage areas and structures, drainage facilities, and similar facilities and amenities as are set forth on the approved Colonial Pines Condominium plan.

2. The Developer agrees to establish an Owners Association which shall be duly incorporated as a non-profit corporation under the laws of the State of Utah. The Developer further agrees that until such time as (1) all common facilities are constructed and deeded to the Association, and (2) the corporation is organized and functioning; the Developer shall retain the responsibility for maintenance and upkeep of all common areas, facilities, features, and other common elements of the project which are proposed as common responsibility of the Association to be maintained in compliance with the standards as set forth in No. 3 below, and for compliance with all applicable provisions of this Agreement proposed as a common responsibility of the Association.

3. Upon satisfaction of the conditions contained under 2(1) and 2(2) above, the Association agrees to assume responsibility for maintenance and repair of all common areas,

landscaping, parking lots, facilities, structures, and other common elements of the project and to maintain the same in a neat and tidy manner as follows:

(a) Landscaped areas shall be watered and pruned and otherwise maintained using good landscape practices. Dead vegetation shall be promptly removed and replaced. No trees or deep rooted plants shall be planted within eight feet of a water or sewer line.

(b) Parking areas, sidewalks, curbs, gutters and roadways shall be utilized only for parking of motor vehicles in good running order.

(c) No private materials (i.e. bicycles, lawn mowers, barbeques) shall be stored in areas designated as landscaped open space or in areas designated for off-street parking or roadway purposes.

(d) No accumulation of trash, debris or other deleterious object or structure shall be allowed on the common open space.

4. For the purpose of providing funds for the maintenance and repair of the project and the furnishing of necessary services to the occupants thereof, the Association agrees to assess and collect from the Unit Owners such fees as are necessary to carry out the responsibility of the Association as provided for under the Declaration. The Association further agrees to pass and enforce such rules of conduct as will effectively retain the premises in a neat and tidy manner as noted above, and to enforce all provisions of the Declaration and rules adopted pursuant thereto.

5. The Association also agrees to refrain from conducting any unlawful activity or act upon the premises or permit occupants or guests to do so.

6. It is hereby agreed by the Developer and Association that failure to maintain the premises in accordance with the

provisions of the Declaration or of this Agreement shall be construed as a violation of City ordinances relating to City beautification and the abatement of deleterious objects and conditions and that subject to compliance with the procedural requirements of said ordinances, the City is granted the right to perform or cause to be performed such actions on the premises as will constitute conformance and to recoup the costs therefor with costs to be assessed to individual owners in accordance with their respective share in the common area.

7. This document, which has been signed by Dalton and Fullmer, a Partnership, prior to the existence of Colonial Pines Owners Association, Inc., shall be binding on the Owners Association and is part of the conditions under which the City of American Fork has approved the development.

8. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, then such judgment shall not affect any other part or provision thereof, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part of a provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable, Declarant and its successors and assignees shall be absolved from enforcing said part or provision.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed by their proper officers thereunto duly authorized this 11 day of June, 1984.

THE DEVELOPER:

DALTON & FULLMER
a Partnership

By Jama Fullmer
Partner

By Carol Dalton
Partner

THE ASSOCIATION:

COLONIAL PINES OWNERS
ASSOCIATION, INC.

By

James Fullmer

THE CITY:

AMERICAN FORK CITY

By

W. W. ...
Mayor

ATTEST:

Robert W. ...
City Recorder

26307