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E# 3202932 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Dec-21 0232 PM FEE \$268.00 DEP T  
REC FOR: HELGESEN HOUTZ & JONES  
ELECTRONICALLY RECORDED

AMENDMENT  
TO THE  
RESTATED AND AMENDED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF  
THE COTTAGES AT COLONIAL SPRINGS

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This Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Cottages at Colonial Springs (“Amendment”) is made and executed on the date shown below by the Cottages at Colonial Springs Owners Association, Inc. (“Association”) after having been voted upon and approved by the Owners of the lots described in the attached Exhibit “A”, which are located within the Cottages at Colonial Springs subdivision..

**RECITALS**

WHEREAS, The Cottages at Colonial Springs was created by the “Declaration of Covenants, Conditions and Restrictions of Newtowne Square at Colonial Springs” (“Enabling Declaration”), recorded in the records of Weber County, Utah, on June 28, 2002, as entry # 1858393; and

WHEREAS, the Enabling Declaration and all amendments thereto were amended and replaced by the “Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Cottages at Colonial Springs” (Restated Declaration”) recorded in the records of Weber County, Utah on May 9, 2011, as entry # 2526320; and

WHEREAS, the property that is the subject of this Amendment is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Unit as shown on the plat maps for The Cottages at Colonial Springs, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 114 Units within The Cottages at Colonial Springs; and

WHEREAS, The Cottages at Colonial Springs Owners desire to amend the Restated Declaration to preserve and enhance the quality of life at The Cottages at Colonial Springs; and

WHEREAS, the Board of Directors (“Board”) for the Association has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner

to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling units; and

WHEREAS, the Board and members of the Association have determined that a Reinvestment Fee would be appropriate and is needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units; and

WHEREAS, to offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a unit within the Association shall be assessed a non-refundable Reinvestment Fee equal to two times the amount of the Association's monthly assessment to each Owner.

NOW THEREFORE, to accomplish the unit owners' objectives, the following amendment is adopted. If there is any conflict between this Amendment and any provision in the Restated Declaration, this Amendment shall prevail. The words defined in the Restated Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. This Amendment shall become effective upon recording. The Restated Declaration is hereby amended to include the following:

## **AMENDMENT**

### **ARTICLE I REINVESTMENT FEE**

- 1.1 The statements contained in the above Recitals are hereby incorporated.
- 1.2 The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be two times the monthly assessment that each owner is required to pay due to their membership in the Association. At the time this Amendment is recorded, each owner is required to pay a monthly assessment is \$150.00, meaning that the amount of the Reinvestment Fee is currently \$300. However, whenever the amount of the Association's monthly assessment changes, the amount of the Reinvestment Fee shall automatically change. The Reinvestment Fee shall be paid by the purchaser of a Unit whenever a Unit is sold, transferred or conveyed to a new Owner.
- 1.3 In no event shall the Reinvestment Fee exceed the amount of 0.5% of the value of the Unit being transferred.
- 1.4 The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit "A", and is intended to bind successors in interest and assigns of the real property described in Exhibit "A", attached hereto.

- 1.5 The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit "A", attached hereto.
- 1.6 The duration of the Reinvestment Fee covenant is for a period of 50 years.
- 1.7 The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's Common Areas and is required to benefit the Common Area property appurtenant to the units described in Exhibit "A", attached hereto, and to pay for Association expenses as defined in U.C.A. 57-1-46.
- 1.8 The Reinvestment Fee shall not be enforced in the following circumstances or situations:
  - (a) an involuntary transfer;
  - (b) a transfer that results from a court order;
  - (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
  - (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
  - (e) the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.

**CERTIFICATION**

It is hereby certified that this Amendment has been consented to and approved by Unit Owners representing sixty-seven (67%) or more of the Owners at The Cottages at Colonial Springs. It is further certified that this Amendment has been properly adopted according to the requirements of The Cottages at Colonial Springs Restated Declaration and Bylaws, and any amendments thereto.

IN WITNESS WHEREOF, this 2 day of December, 2021.

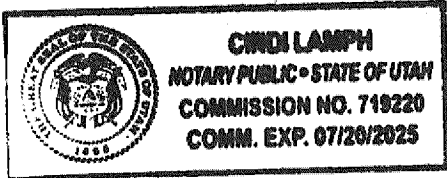
COTTAGES AT COLONIAL SPRINGS OWNERS  
ASSOCIATION

By Cheryl Daugherty  
President

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF WEBER )

On this 8 day of December, 2021, personally appeared before me Cheryl Daughnetee, who, being by me duly sworn, did say that (s)he is President of the Cottages at Colonial Springs Owners Association and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.

Cindi Lamph  
Notary Public



**EXHIBIT "A"**

**The Cottages at Colonial Springs  
Legal Description**

ALL OF LOTS 1R THROUGH 115R, COTTAGES AT COLONIAL SPRINGS (THE) S.A.P PHASES 1 THROUGH 5, HARRISVILLE CITY, WEBER COUNTY, UTAH (excepting therefrom lot 106R).

ALL THE COMMON AREA, PARKS AND OPEN SPACES, COTTAGES AT COLONIAL SPRINGS (THE) S A P, PHASES 1 THROUGH 5, HARRISVILLE CITY, WEBER COUNTY, UTAH.

17-288-0001 thru 0002  
17-263-0001 thru 0018  
17-264-0001 thru 0024  
17-280-0001 thru 0015  
17-281-0001 thru 0005  
17-281-0007 thru 0018  
17-293-0001 thru 0029  
17-294-0001 thru 0019