

When recorded mail to:
Pelican Bay Plat "A" Homeowners Association
533 North 1230 East
Orem, Utah 84097

CR-746

ENT 44047:2002 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Apr 19 9:37 am FEE 119.00 BY 55
RECORDED FOR CENTURY TITLE

Pelican Bay Plat A
Home Owners Association, Inc
Board Meeting, March 27, 2002

CC&R Admndments

Bold means delete or change.

1. Page 5 - 3.1 Residential Use. The last line says **Section 6.1**, and it should be corrected to read **Section 5.1**.

2. Page 12 - 5.2 - Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any of said Lots, nor shall the premises be used in any way for any purposes which may endanger the helth or unreasonably disturb the **holder of**

Replace with - owner of said lot, no sign more

3. Page 14 - 6.1 - Utility easements. add to the last line -of all utilities, including, but not limited to, gas water, sewer, irrigation water, telephone, cable, or storm drainage, the easements. Then delete the first word on Page 15 - **providing utility company** and replace with provide the utility company access. The sentence will then read -..... of all utilities, including, but not limited to, gas, water, sewer, irrigation water, telephone, cable, or storm drainage. The easements provide the utility company access to erect and maintain the necessary equipment on the Lots,
.....

4. Page 16 - Delete the top line - **duties under the Project Documents**. Type error.

5. Page 20 - 8.3 Delete - Rate of Assessment **The amount of Annual Assessment for each Lot other than Lots owned by the Declarant shall be obtained by dividing the total budget of the Association for the Assessment period for which the Annual Assessment is being levied by the total number of Lots subject to Assessment at the time the Annual Assessment is levied by the Board. The Annual Assessment for Lots owned by the Declarant or the Developer shall be an amount equal to seventy-five percent (75%) rate of assessment during the period to which an Annual Assessment is attributable, the Annual Assessment shall be prorated between the applicable rates on the basis of the number of days in the Assessment Period that the Lot qualified for each rate.**

6. Replace with - 8.3 Rate of Assessment. The amount of Annual Assessment for each Lot owned by declarant, developer and owners shall be obtained by dividing the total budget of the assocaition for the Assessment period for which the Annual Assessment is being levied by the total number of lots. The non-lake or non-park lots will be assessed at a two thirds (2/3)

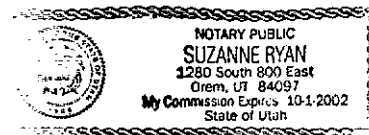
7. Delete - **8.4 Obligation of Declarant and Developer for Deficiencies.** So long as there is a **Class B membership in the Association, Declarant and Developer shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board, such funds as may be necessary, when added to Annual Assessments levied by the Association, to pay all Common Expenses of the Association as they become due. The payment for any such deficiency shall be divided between the Declarant and the Developer on a prorated basis according to the number of Lots owned by each as of the date the request for such deficiency payment is made by the Board.**

8. Page 28 - Delete **11.3.4. So long as there is a Class B membership in the Association, any amendment to this Declaration must have the prior written approval of the Veterans Administration or the Federal Housing Administration.**

9. The motion was made by Thone Heppler that we needed to increase the Annual Assessments fees to \$150.00 for park/lake lots, and \$100.00 per year for non-park lots. This is necessary to cover the maintenance on the parks. The motion was seconded by Evonne and all the Board members voted in favor.



4-17-02



State of Utah
County of Utah
Reside: Orem, Ut

Notary Suzanne Ryan 4-17-02