

Dear Neighbor,

The Vintage HOA Bylaws and CC&Rs were implemented in 1995 by the community developers and have been in place without much change ever since. At this point some of the articles simply are not relevant to us, and in other cases contain outdated or unenforceable standards and norms. Such issues make it hard for residents to know exactly what our viable rules are and hinder the ability of the HOA Board and management company to maintain community standards.

Earlier this year the HOA Board organized a small committee of residents to review the Vintage Bylaws and CC&Rs with the goal of updating, cleaning up and transforming them into clear, relevant, and effective governing documents for residents and potential buyers. (If you would like to help with this effort, please email Kirstie Heaton, HOA Chair, and she will add you to the committee.)

This committee has spent a great deal of time evaluating the original documents and has identified five general categories of changes that we will begin bringing to you for your vote in a series of five batches, beginning with this first batch today.

Because the recent proposal to allow email communications for official HOA business was approved by the community (thank you!), the process of reviewing the proposed changes and voting on them will be very easy, as follows:

- 1. HOA Manager emails each household a link to the electronic ballot (SurveyMonkey) containing the batch of changes that are under consideration.**
- 2. You step through each itemized change and vote up or down.**
- 3. You click Submit to send your ballot to be counted.**

Ballot 1

This is the most straightforward batch containing changes that remove references no longer needed in this stage of our HOA maturity.

The primary change removes all references to a “Declarant” (the original developer) from the documents as well as specific language that may have been important when the HOA was first established by that Declarant but is now not necessary. The Declarant citations were useful during the initial development of the community but were no longer needed once all of the lots had been sold by the original developer. We want to remove this obsolete reference wherever it occurs to clean up and simplify the overall document.

Please take a few minutes to review this ballot and cast your vote no later than July 3, 2018.

Thank you!

Article 1

Proposed Change

ARTICLE I Name, Location and Applicability

Section 1.1. Name and Location. The name of the corporation is Vintage on the River Homeowners Association, Inc., hereinafter referred to as the "Association." ~~The initial principal office of the Association shall be located at 742 W. Vintage Dr., Provo, Utah 84604, but the~~ The meetings of Members and Trustees may be held at such places in the State of Utah, as may be designated by the Board of Trustees.

Reason for change: Obsolete address.

Final Text

ARTICLE I Name, Location and Applicability

Section 1.1. Name and Location. The name of the corporation is Vintage on the River Homeowners Association, Inc., hereinafter referred to as the "Association." The meetings of Members and Trustees may be held at such places in the State of Utah, as may be designated by the Board of Trustees.

* 1. Do you approve this change to Article 1?

- ☐ Yes I approve this change to our Bylaws
- ☐ No I do not approve this change

Article 2

Proposed Change

ARTICLE II Meetings of Members

Section 2.1. Annual Meetings. ~~The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the second Thursday of each March, at the hour of 7:30 o'clock P.M. at the Property or some reasonable location in Utah County, Utah or on such other annual date and time fixed by the Board of Trustees. 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.~~

Reason for change: Unnecessary detail, more scheduling flexibility needed.

Final Text

ARTICLE II Meetings of Members

Section 2.1. Annual Meetings. The annual meeting of the Members shall be held on such date and time fixed by the Board of Trustees.

* 2. Do you approve this change to Article 2?

- ☐ Yes I approve this change to our Bylaws
- ☐ No I do not approve this change

Recitals

Proposed Change

CC&Rs

~~THIS~~ The original DECLARATION ~~is was~~ made this on the 30th day of January, 1995, by BTS INVESTMENTS, INC., a Utah Corporation ("Declarant"). This document, dated xx/xx/xxxx, replaces that original document.

RECITALS

A. Declarant ~~is was~~ the owner of that certain real property located in the City of Provo, County of Utah, State of Utah and more particularly described on the Subdivision Map attached hereto and filed simultaneously herewith at the Office of the Recorder of Utah County, State of Utah. Said property more particularly described on attached EXHIBIT "A"

B. Pursuant to the general plan set forth in this Declaration, Declarant ~~intends to~~ did subdivide the Property into Lots and parcels, ~~to improve~~ the Lots and parcels, and ~~to create~~ a planned development.

C. ~~In furtherance of this intent, Declarant hereby~~ It is declared that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All covenants and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of any Lot in the Development.

Reason for change: Obsolete

CC&Rs

The original DECLARATION was made on the 30th day of January, 1995, by BTS INVESTMENTS, INC., a Utah Corporation ("Declarant"). This document, dated xx/xx/xxxx, replaces that original document.

RECITALS

A. Declarant was the owner of that certain real property located in the City of Provo, County of Utah, State of Utah and more particularly described on the Subdivision Map attached hereto and filed simultaneously herewith at the Office of the Recorder of Utah County, State of Utah. Said property more particularly described on attached EXHIBIT "A"

B. Pursuant to the general plan set forth in this Declaration, Declarant did subdivide the Property into Lots and parcels, improved the Lots and parcels, and created a planned development.

C. It is declared that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All covenants and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of any Lot in the Development.

* 3. Do you approve this change to Recitals?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 1

Proposed Change

Section 1.13. "Mortgage" means a mortgage or deed of trust encumbering a Lot ~~or any other portion of the Development.~~ "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Lot ~~or other portion of the Development.~~

Section 1.14. "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Mortgagee" means a Mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot ~~or other portion of the Development.~~ The term "Beneficiary" shall be synonymous with the term "Mortgagee."

Section 1.15. "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Section 1.16. "Owner" means the record holder or holders of record fee title to a Lot, ~~including Declarant,~~ and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Lot merely as security for performance of an obligation.

Reason for change: Obsolete

Section 1.13. "Mortgage" means a mortgage or deed of trust encumbering a Lot. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Lot.

Section 1.14. "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Mortgagee" means a Mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot. The term "Beneficiary" shall be synonymous with the term "Mortgagee."

Section 1.15. "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Section 1.16. "Owner" means the record holder or holders of record fee title to a Lot, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Lot merely as security for performance of an obligation.

* 4. Do you approve this change to Section 1?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 2.02

Proposed Change

Section 2.01. Property Subject to Declaration. All the Property in the Development shall be subject to this Declaration.

~~**Section 2.02. Annexation of Additional Property.** Additional property may be annexed to the Development, but only as provided in Article XI of this Declaration.~~

~~**Section 2.03. Title to Common Areas.** Prior to the final closing of the first sale of a Lot in the Development, Declarant or its successors or assigns shall convey to the Association title and control of the Common Area, free of all liens except current real property taxes and any reservations, easements, covenants, encumbrances, conditions, and restrictions of record, a copy of which is attached hereto as Exhibit "B," including those contained in this Declaration.~~

Section 2.04. Use and Enjoyment of Common Area. The following provisions govern the use and enjoyment of the Common Area:

Reason for change: Obsolete

Final Text

Section 2.01. Property Subject to Declaration. All the Property in the Development shall be subject to this Declaration.

Section 2.02. Use and Enjoyment of Common Area. The following provisions govern the use and enjoyment of the Common Area:

* 5. Do you approve this change to Section 2.02?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 2.04

Proposed Change

(7) The right of each Owner to the exclusive use of any Exclusive Use Common Area appurtenant to the Owner's Lot.

~~(8) The rights of Declarant as described in this Declaration.~~

(9) The right of the Association to reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Development.

(10) The right of the Architectural Control Committee to approve any proposed alteration or modification to the Common Area or any Lot.

~~(c) Declarant hereby reserves easements for common driveway purposes, for drainage and encroachment purposes, and for ingress to and egress from the Common Area. These easements may be used to complete improvements on the Common Areas and to perform necessary repair work, and for entry onto adjacent property in connection with the development of additional phases of the overall Development.~~

Reason for change: Obsolete

Final Text

(7) The right of each Owner to the exclusive use of any Exclusive Use Common Area appurtenant to the Owner's Lot.

(8) The right of the Association to reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Development.

(9) The right of the Architectural Control Committee to approve any proposed alteration or modification to the Common Area or any Lot.

(c) The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Owner, in accepting his or her deed to the Lot, expressly consents to these easements. However, no such easement can be granted if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Lot.

* 6. Do you approve this change to Section 2.04?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 2.04e

Proposed Change

(e) ~~A Class A~~ An Owner who has sold his or her Lot to a contract purchaser or who has leased or rented the Lot shall be entitled to delegate his or her rights to use and enjoy the Common Area to any contract purchaser, tenant, or subtenant who resides in the Owner's Lot, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

Reason for change: Obsolete

Final Text

(e) An Owner who has sold his or her Lot to a contract purchaser or who has leased or rented the Lot shall be entitled to delegate his or her rights to use and enjoy the Common Area to any contract purchaser, tenant, or subtenant who resides in the Owner's Lot, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

* 7. Do you approve this change to Section 2.04e?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 3.01

Proposed Change

Section 3.01. Organization of the Association. The Association is or shall be incorporated under the name of VINTAGE ON THE RIVER HOMEOWNER'S ASSOCIATION, INC., as a nonprofit corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act. ~~From the closing of the escrow for the first sale of a Lot, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles of Incorporation, and the Bylaws.~~

Reason for change: Obsolete

Final Text

Section 3.01. Organization of the Association. The Association is or shall be incorporated under the name of VINTAGE ON THE RIVER HOMEOWNER'S ASSOCIATION, INC., as a nonprofit corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act.

* 8. Do you approve this change to Section 3.01?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 3.03

Proposed Change

Section 3.02. Membership. Every owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Lot. All memberships shall be appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant membership to the transferee.

~~**Section 3.03. Classes of Membership.** The Association shall have two classes of voting membership, as follows:~~

~~(a) All Owners, other than the Declarant, shall be Class A members. Class A membership entitles the holder to one vote for each Lot owned. When a Lot is owned by more than one person, only one vote may be cast for the Lot, as provided in Section 3.04(b) of this Declaration.~~

~~(b) The Declarant shall be the sole Class B member. The Class B member shall be entitled to three votes for each Lot owned. Class B membership shall cease and be converted to Class A membership upon the occurrence of whichever of the following is first in time:~~

~~(1) The total outstanding votes of the Class A Owners equals or exceeds the total outstanding votes of the Class B member; or~~

~~(2) On January 1, 1997.~~

Section 3.04. Voting Rights. All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

Reason for change: Obsolete

Section 3.02. Membership. Every owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Lot. All memberships shall be appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant membership to the transferee.

Section 3.03. Voting Rights. All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

* 9. Do you approve this change to Section 3.03?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 3.04

Proposed Change

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Lot ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the single vote attributable to the Lot. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Lot's vote is cast. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote.

~~(c) Except as provided in Section 3.06(a) and/or 3.07(c) of this Declaration, governing the enforcement of certain bonded obligations and any relevant sections of the Bylaws, governing the removal of directors, as long as two classes of voting memberships exist, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of the voting power of the Association (rather than simply requiring the vote or written consent of a majority of a quorum) shall require the approval of the specified percentage of the voting power of each class of membership. Except as provided in Section 3.06(a) and/or 3.07(c) of this Declaration and any relevant sections of the Bylaws, when the Class B membership has terminated, any provision of this Declaration, the Articles, or the bylaws that requires the approval of a specified percentage of the voting power of the Association shall require the vote on written consent of Owners representing the specified percentage of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.~~

(d) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of and to vote at any meeting of members. the record date for notice of a meeting shall not be more than 90 days nor less than 10 days before the date of the meeting. The Record date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action. Any such date shall not be more than 60 days prior to the action.

Reason for change: Obsolete

Final Text

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Lot ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the single vote attributable to the Lot. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Lot's vote is cast. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote.

(c) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of and to vote at any meeting of members. the record date for notice of a meeting shall not be more than 90 days nor less than 10 days before the date of the meeting. The Record date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action. Any such date shall not be more than 60 days prior to the action.

* 10. Do you approve this change to Section 3.04?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 3.06

Proposed Change

(e) The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to its officers, employees, committees, or agents, including a professional management agent. The term of any agreement with a manger ~~or the Declarant~~ for the furnishing of maintenance, repair, and related services shall not exceed one year, renewable by agreement of the parties for successive one-year periods. Such an agreement shall be terminable by either party

Reason for change: Obsolete

Final Text

(e) The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to its officers, employees, committees, or agents, including a professional management agent. The term of any agreement with a manger for the furnishing of maintenance, repair, and related services shall not exceed one year, renewable by agreement of the parties for successive one-year periods. Such an agreement shall be terminable by either party

* 11. Do you approve this change to Section 3.06?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 4.02

Proposed Change

Section 4.01. Covenant to Pay. Each Owner ~~(excluding Declarant)~~ by acceptance of the deed to the Owner's Lot is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Lot at the time assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Lot.

~~Section 4.02. Exemptions from Assessments.~~ ~~There shall be no regular or special assessments levied against any Lot owned by Declarant.~~

Section 4.03. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the operation, replacement, improvement, and maintenance of the Property, and to discharge any other obligation so the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for the foregoing purposes.

Reason for change: Obsolete

Final Text

Section 4.01. Covenant to Pay. Each Owner by acceptance of the deed to the Owner's Lot is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Lot at the time assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the operation, replacement, improvement, and maintenance of the Property, and to discharge any other obligation so the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for the foregoing purposes.

* 12. Do you approve this change to Section 4.02?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 4.07

Proposed Change

Before the Board may impose or collect an assessment in an emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

~~**Section 4.07. Commencement of Assessments.** Regular assessments shall commence on all Lots in the Development on the first day of the month following the first conveyance of a Lot in the Development.~~

Section 4.08. Late Charges. Late charges may be levied by the Association against an Owner for the delinquent payment of regular or special assessments. If an assessment is delinquent, the Association may recover all of the following from the owner:

Reason for change: Obsolete

Final Text

Before the Board may impose or collect an assessment in an emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

Section 4.07. Late Charges. Late charges may be levied by the Association against an Owner for the delinquent payment of regular or special assessments. If an assessment is delinquent, the Association may recover all of the following from the owner:

* 13. Do you approve this change to Section 4.07?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 5.01f

Proposed Change

(f) Conduct oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, nor permit oil wells, tanks, tunnels, or mineral excavations or shafts upon the surface of any lot. No derrick or other structure designed for boring for water, oil, or natural gas shall be erected, maintained or permitted upon any lot ~~except by Declarant, its successors or assigns for the benefit of the Association.~~

Reason for change: Obsolete

Final Text

(f) Conduct oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, nor permit oil wells, tanks, tunnels, or mineral excavations or shafts upon the surface of any lot. No derrick or other structure designed for boring for water, oil, or natural gas shall be erected, maintained or permitted upon any lot.

* 14. Do you approve this change to Section 5.01f?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 5.01s

Proposed Change

(r) Allow any erosion from all slopes or terraces on any lot so as to prevent any erosion thereof upon adjacent streets or adjoining property.

~~(s) Permit any ingress or egress to the tract described herein for use of any person or vehicle except through designated gateways. However, Declarant, its successors or assigns, reserves the right to maintain and use or convey the right to use established easements and rights of way.~~

(t) Permit the use of sports and/or tennis courts after the hour of 10:00 o'clock p.m., permit obnoxious, offensive or loud noise thereon or permit dwelling, sport and/or tennis court lighting to interfere with the quiet enjoyment of other Owners.

Reason for change: Obsolete

Final Text

(r) Allow any erosion from all slopes or terraces on any lot so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(s) Permit the use of sports and/or tennis courts after the hour of 10:00 o'clock p.m., permit obnoxious, offensive or loud noise thereon or permit dwelling, sport and/or tennis court lighting to interfere with the quiet enjoyment of other Owners.

* 15. Do you approve this change to Section 5.01s?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 5.04

Proposed Change

Section 5.03. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Area or other Association property that is sustained by reason of the negligence or wilful misconduct of that Owner or his or her family, guests, employees, tenants, and invitees to the extent that the damage is not covered by the casualty insurance obtained and maintained by the Association pursuant to Section 7.01 of this Declaration. Each Owner, by accepting his or her deed, agrees to provide insurance to the extent required by Section 7.05 of this Declaration.

~~Section 5.04. Exemption.~~ ~~Declarant shall be exempt from the restrictions of Section 5.01 to the extent necessary to complete any construction work, sales activities, or additions to or affecting the Development. This exemption includes, but is not limited to, maintaining Lots as model homes, placing advertising signs on Development property, and generally using Lots and the Common Area to carry on construction activity.~~

Section 5.05. Equitable Servitudes. The Covenants and Restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or the City of Provo, Utah.

Reason for change: Obsolete

Final Text

Section 5.03. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Area or other Association property that is sustained by reason of the negligence or wilful misconduct of that Owner or his or her family, guests, employees, tenants, and invitees to the extent that the damage is not covered by the casualty insurance obtained and maintained by the Association pursuant to Section 7.01 of this Declaration. Each Owner, by accepting his or her deed, agrees to provide insurance to the extent required by Section 7.05 of this Declaration.

Section 5.04. Equitable Servitudes. The Covenants and Restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or the City of Provo, Utah.

* 16. Do you approve this change to Section 5.04?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 6

Proposed Change

Section 6.03. Architectural Control Committee. The Architectural Control Committee shall consist of 3 members, formed as follows:

~~(a) The Declarant shall appoint all of the original members and all replacements until November 1, 1997, or until 90% of all Lots have been sold, whichever occurs first. Thereafter, t~~The Board shall have the right to appoint all of the members of the Committee.

~~(b) Members appointed to the Committee by the Board shall be Members of the Association. Members appointed to the Committee by the Declarant need not be Members of the Association.~~

~~(c) The term of the initial appointees shall be one year. Thereafter, members shall serve two year terms unless it becomes necessary to remove members appointed by Declarant in order to comply with Section 6.03(a), in which case the terms of all members shall end at that time, and the Board shall appoint a new Committee. Notwithstanding the foregoing, a~~All members of the Committee shall serve at the will of the party that appointed them, and may be removed by that party at any time with or without cause.

~~(d) The Committee shall meet as often as it deems necessary to carry out the obligations imposed upon it properly, unless otherwise directed by the Board.~~

Reason for change: Obsolete

Final Text

Section 6.03. Architectural Control Committee. The Architectural Control Committee shall consist of 3 members, formed as follows:

(a) The Board shall have the right to appoint all of the members of the Committee.

(b) All members of the Committee shall serve at the will of the party that appointed them, and may be removed by that party at any time with or without cause.

(c) The Committee shall meet as often as it deems necessary to carry out the obligations imposed upon it properly, unless otherwise directed by the Board.

* 17. Do you approve this change to Section 6?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 7.02

Proposed Change

Section 7.02. Blanket Public Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, ~~Declarant,~~ manager, Owners, and the Owners' relatives, invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area. Limits of liability under the insurance shall not be less than \$2,000,000 covering all claims for death, personal injury, and property damage arising out of a single occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion.

Reason for change: Obsolete

Final Text

Section 7.02. Blanket Public Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, manager, Owners, and the Owners' relatives, invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area. Limits of liability under the insurance shall not be less than \$2,000,000 covering all claims for death, personal injury, and property damage arising out of a single occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion.

* 18. Do you approve this change to Section 7.02?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 7.05

Proposed Change

Section 7.05. Individual Insurance. Each Owner shall provide fire and casualty insurance for the improvements on his or her Lot. An Owner may separately insure his or her personal property, and may obtain and maintain personal liability and property damage liability insurance for his or her Lot, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, ~~Declarant~~, and the institutional First Mortgagees of the Owner's Lot.

Reason for change: Obsolete

Final Text

Section 7.05. Individual Insurance. Each Owner shall provide fire and casualty insurance for the improvements on his or her Lot. An Owner may separately insure his or her personal property, and may obtain and maintain personal liability and property damage liability insurance for his or her Lot, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, and the institutional First Mortgagees of the Owner's Lot.

* 19. Do you approve this change to Section 7.05?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 8

Proposed Change

Section 8.03. Proceeds Justifying Automatic Restoration and Repair. f the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property arc equal to at least 85 percent of the estimated cost of restoration and repair, the Board shall use the insurance proceeds for that purpose, shall levy a special assessment to provide the necessary additional funds, and shall have the improvements promptly rebuilt, unless the Owners, by the vote or written consent of not less than 75 percent of the total voting power of ~~each class of~~ Owners, object to the restoration or repair work within 60 days of the damage or destruction.

Section 8.04. Approval by Owners of Special Assessments for Certain Restorations and Repairs. If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are less than 85 percent of the estimated cost of restoration and repair, any restoration and repair work must be authorized by the vote or written consent of Owners representing at least 75 percent of the total voting power of ~~each class of~~ Owners and beneficiaries of at least 75 percent of the First Mortgages on Lots in the Development. This authorization must be given within 60 days of the damage or destruction and must authorize the Board to levy a special assessment to provide the necessary funds over and above the amount of any insurance proceeds available for the work.

Reason for change: Obsolete

Final Text

Section 8.03. Proceeds Justifying Automatic Restoration and Repair. f the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property arc equal to at least 85 percent of the estimated cost of restoration and repair, the Board shall use the insurance proceeds for that purpose, shall levy a special assessment to provide the necessary additional funds, and shall have the improvements promptly rebuilt, unless the Owners, by the vote or written consent of not less than 75 percent of the total voting power of Owners, object to the restoration or repair work within 60 days of the damage or destruction.

Section 8.04. Approval by Owners of Special Assessments for Certain Restorations and Repairs. If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are less than 85 percent of the estimated cost of restoration and repair, any restoration and repair work must be authorized by the vote or written consent of Owners representing at least 75 percent of the total voting power of Owners and beneficiaries of at least 75 percent of the First Mortgages on Lots in the Development. This authorization must be given within 60 days of the damage or destruction and must authorize the Board to levy a special assessment to provide the necessary funds over and above the amount of any insurance proceeds available for the work.

* 20. Do you approve this change to Section 8?

☐ Yes I approve this change to our CC&Rs

☐ No I do not approve this change

Section 10

Proposed Change

Section 10.07. Mortgagee Approval of Other Actions. Unless at least 67 percent of the First Mortgagees (based upon one vote for each First Mortgage owned), or 67 percent of the Lot Owners ~~other than Declarant~~, have given their prior written approval, the Association shall not be entitled to:

- (a) By act of omission, seek to abandon or terminate the Development;
- (b) Change the pro rata interest or obligations of any individual Lot for either of the following purposes, unless the change is due to an annexation pursuant to Article XI of this Declaration:

Reason for change: Obsolete

Final Text

Section 10.07. Mortgagee Approval of Other Actions. Unless at least 67 percent of the First Mortgagees (based upon one vote for each First Mortgage owned), or 67 percent of the Lot Owners, have given their prior written approval, the Association shall not be entitled to:

- (a) By act of omission, seek to abandon or terminate the Development;
- (b) Change the pro rata interest or obligations of any individual Lot for either of the following purposes, unless the change is due to an annexation pursuant to Article XI of this Declaration:

* 21. Do you approve this change to Section 10?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 11

Proposed Change

ARTICLE XI. ANNEXATION OF ADDITIONAL PROPERTY

~~**Section 11.01. Addition by Declarant.** Declarant shall have the right to add all or any property to the Development. This election shall be made by the recordation of a supplemental declaration ("Supplemental Declaration"). The Supplemental Declaration shall describe the real property to be annexed, and shall state that the property described in it is being annexed to the Development pursuant to Article XI of this Declaration. The Supplemental Declaration may also set forth any additional covenants, conditions, restrictions, reservations, and easements that Declarant deems appropriate for that phase of development.~~

Section 11.02. Rights and Obligations of Owners of Annexed Property. Upon the recordation of the Supplemental Declaration, the real property described in it shall be part of the Development and subject to the provisions of this Declaration in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of Owners of Lots within the annexed property shall be the same as if the annexed property were originally covered by this Declaration; provided, however, that their voting rights shall not commence until the date of commencement of the regular assessments for their Lots. The commencement of assessments on the annexed real property shall be governed by Section 4.07 of this Declaration.

~~**Section 11.03. Reciprocal Easements.** Declarant hereby reserves, for the benefit of and appurtenant to the Lots located in any phase of development annexed to the first phase of this Development and their respective Owners, reciprocal easements to use the Common Area in the first phase pursuant to and in the manner set forth in this Declaration. Declarant hereby grants, for the benefit of and appurtenant to the Lots in the first phase of this Development and their Owners, a nonexclusive easement to use the Common Area (other than any buildings or Exclusive Use Common Areas) in each phase of development annexed to the first phase, pursuant to and in the manner set forth in this Declaration. These reciprocal easements shall be effective as to any annexed real property upon the first close of escrow for the sale of a Lot in the annexed property.~~

Reason for change: Obsolete

ARTICLE XI. ANNEXATION OF ADDITIONAL PROPERTY

Rights and Obligations of Owners of Annexed Property. Upon the recordation of the Supplemental Declaration, the real property described in it shall be part of the Development and subject to the provisions of this Declaration in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of Owners of Lots within the annexed property shall be the same as if the annexed property were originally covered by this Declaration; provided, however, that their voting rights shall not commence until the date of commencement of the regular assessments for their Lots. The commencement of assessments on the annexed real property shall be governed by Section 4.07 of this Declaration.

* 22. Do you approve this change to Section 11?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 13

Proposed Change

ARTICLE XIII. AMENDMENTS

~~**Section 13.01. Amendment or Revocation Before Close of First Sale.** At any time before the close of the first sale of a Lot to a purchaser other than Declarant, Declarant and any Mortgagee of record may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the Office of the Recorder of Utah County.~~

Section 13.02. Amendments by Owners. ~~Owners After Close of First Sale.~~ At any time after the close of the first sale of a Lot to a purchaser other than Declarant, ~~this Declaration~~ This Declaration may be amended by the vote or written consent of Owners representing not less than 67 percent of the voting power of each class of Owners of the Association. If only one class of membership exists at the time an amendment is proposed, then it must be approved by not less than 67 percent of the voting power of the Association, which shall include at least a majority of the votes residing in Owners other than Declarant. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. An amendment becomes effective after

- (1) the approval of the required percentage of Owners has been given,
- (2) that fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association and
- (3) that writing has been recorded in the county in which this Development is located.

Section 13.03. Amendments Pursuant to Court Order. If this Declaration requires a proposed amendment to be approved by the affirmative vote of a specified percentage (exceeding 50 percent) of the votes in the Association or of Owners having a specified percentage (exceeding 50 percent) of the votes in more than one class (a "supermajority"), and more than 50 percent but less than the required supermajority of the votes approve the amendment, the Association or any Owner may petition the Fourth Judicial District Court for Utah County for an order reducing the percentage of the affirmative votes necessary for the amendment or approving the amendment. If such an order is issued, the amendment shall be acknowledged by any person designated by the Association for that purpose or, if no such designation is made, by the President of the Association and that person shall have the amendment and the court order recorded in Utah County. Upon recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement imposed by this Declaration and the other governing documents. Within a reasonable time after recordation, the Association shall mail a copy of the amendment and a statement regarding the amendment to each Owner.

Reason for change: Obsolete

ARTICLE XIII. AMENDMENTS

Section 13.01. Amendments by Owners. This Declaration may be amended by the vote or written consent of Owners representing not less than 67 percent of the voting power of Owners of the Association. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. An amendment becomes effective after

- (1) the approval of the required percentage of Owners has been given,
- (2) that fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association and
- (3) that writing has been recorded in the county in which this Development is located.

Section 13.02. Amendments Pursuant to Court Order. If this Declaration requires a proposed amendment to be approved by the affirmative vote of a specified percentage (exceeding 50 percent) of the votes in the Association or of Owners having a specified percentage (exceeding 50 percent) of the votes (a "supermajority"), and more than 50 percent but less than the required supermajority of the votes approve the amendment, the Association or any Owner may petition the Fourth Judicial District Court for Utah County for an order reducing the percentage of the affirmative votes necessary for the amendment or approving the amendment. If such an order is issued, the amendment shall be acknowledged by any person designated by the Association for that purpose or, if no such designation is made, by the President of the Association and that person shall have the amendment and the court order recorded in Utah County. Upon recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement imposed by this Declaration and the other governing documents. Within a reasonable time after recordation, the Association shall mail a copy of the amendment and a statement regarding the amendment to each Owner.

* 23. Do you approve this change to Section 13?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 14

Proposed Change

Section 14.04. Binding. This Declaration as well as any amendment thereto and any valid action or directive made pursuant thereto, shall be binding on ~~the Declarant and the~~ Owners and their heirs, grantees, tenants, successors, and assigns.

Section 14.05. Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of ~~creating a uniform plan~~ for the development and operation of a planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 14.06. Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Lot with respect to obligation arising from and after the date of the divestment.

Section 14.07. Fair Housing. ~~Neither Declarant nor any~~ Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Reason for change: Obsolete

Final Text

Section 14.04. Binding. This Declaration as well as any amendment thereto and any valid action or directive made pursuant thereto, shall be binding on the Owners and their heirs, grantees, tenants, successors, and assigns.

Section 14.05. Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of ~~creating a uniform plan~~ for the development and operation of a planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 14.06. Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Lot with respect to obligation arising from and after the date of the divestment.

Section 14.07. Fair Housing. No Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.

* 24. Do you approve this change to Section 14?

☐ Yes I approve this change to our CC&Rs

☐ No I do not approve this change

25. If you have any questions or comments about anything on this ballot, the electronic voting process, or anything else you would like express to the HOA board, please add your comments here.

Thank you!

We appreciate your involvement in the Vintage Homeowners Association.