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RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 MAR 25 09:57 AM FEE \$14.00 BY AMH
FOR: RIVERWOOD TOWNHOMES II

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
RIVERWOOD II TOWNHOMES**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions ("Declaration") that established a planned residential community known as Riverwood II Townhomes is on the date attested to below by the Riverwood II Homeowners Association, Inc. ("Association").

RECITALS

A. Certain real property in Washington County, Utah, known as Riverwood II Townhomes was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded June 29, 1992, as Document Entry No. 00409938, records of Washington County, Utah;

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto.

C. This amendment is intended to help provide for the safety and welfare of the Association members; provide for the general livability of all members; and to protect property values.

D. Pursuant to Article XI, Section 4 of the Declaration, the necessary approvals to amend the Declaration were duly received to adopt and record this amendment. The receipt of the required signatures, representing at least 2/3 of the voting members, is certified in the attached Exhibit "A." Further, the necessary mortgagee approvals were duly received to adopt and record this amendment.

NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends Article VIII of the Declaration of Covenants, Conditions and Restrictions to read as follows:

[The following Section Shall be Added to the Existing Article VIII]

**ARTICLE VIII
USE RESTRICTIONS**

Section 15. Transient Use/Timeshare Restriction. Notwithstanding any provision to the contrary in this Declaration, no resort, hotel, seasonal, time-share, corporate, executive or rental pool uses are permitted. Nothing in this provision shall prevent an owner from allowing friends and family from staying in the residence at the owner's discretion, for so long as such occupancy is not deemed to be a restricted use as set forth in this Declaration.

IN WITNESS WHEREOF, THE RIVERWOOD II HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 25 day of March, 2005 in accordance with Article XI, Section 4 of the Declaration.

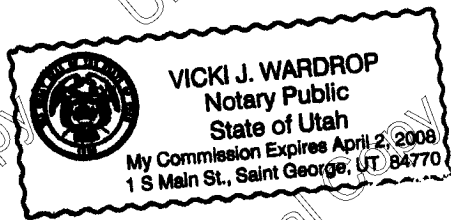
THE RIVERWOOD II HOMEOWNERS ASSOCIATION

Alice E. Alford
President

Jack Walton
Secretary

STATE OF UTAH)
) ss
County of Washington)

On the 25 day of March, 2005, personally appeared Alice E. Alford and Jack Walton who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Trustees; and each of them acknowledged said instrument to be their voluntary act and deed.



Vicki J. Wardrop
Notary Public for Utah
My Commission Expires: 4-2-08

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
RIVERWOOD II TOWNHOMES**

AMENDMENT DATED June 8, 2000

The aforementioned Covenants, Conditions and Restrictions as recorded as instrument 00409938 in Book 0667 Pages 49-52 in the records of Washington County, Utah are hereby amended in the following particulars:

1) ARTICLE IV – FINANCES AND OPERATIONS; Section 8. Uniform Rate of Assessment; Periodic Assessment. Which now reads as follows:

Section 8. Uniform Rate of Assessment: Periodic Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots. Notwithstanding the foregoing, no assessment shall be levied upon a lot upon which no townhome has been constructed. Further, the rate of assessment upon a lot upon which a townhome has been constructed but not certified for occupancy shall be one-half (1/2) the assessment of other lots. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Both annual and special assessments may be collected on a monthly basis.

Shall be amended to read as follows:

Section 8. Uniform Rate of Assessment: Periodic Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots. Notwithstanding the foregoing, the rate of assessment on a lot upon which no townhome has been constructed or on a lot upon which a townhome has been constructed but not certified for occupancy shall be one-half (1/2) the assessment of other lots. Both annual and special assessments may be collected on a monthly basis.

This assessment shall be levied on all lots sold, wherein no construction has taken place one year after date of closing

2) ARTICLE VIII – USE RESTRICTIONS; Section 11. Garbage Removal. Which now reads as follows:

Section 11. Garbage Removal All rubbish, trash and garbage shall be regularly removed from the lots, and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Shall be amended to read as follows:

Section 11. Garbage Removal All rubbish, trash, garbage and weeds shall be regularly removed from the lots, and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

This amendment is hereby signed by not less than sixty-seven percent (67%) of the owners