

Amended Restrictive Covenants Page 1 of 4
 Russell Shirts Washington County Recorder
 06/12/2018 09:17:55 AM Fee \$17.00 By
 JENKINS BAGLEY, PLLC

Recorded at the request of:
 Town Center at Coral Canyon Owners Association, Inc.

Record against the Property
 described in Exhibit A

After Recording mail to:
 Jenkins Bagley, PLLC
 285 W. Tabernacle, Ste 301
 St. George, UT 84770

**FIRST AMENDMENT TO THE DECLARATION
 OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF
 EASEMENTS
 FOR TOWN CENTER AT CORAL CANYON
 (Sections 5.7 & 9.15)**

As more particularly stated herein, this First Amendment to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Town Center at Coral Canyon (hereinafter "Amendment"), amends the following:

- (i) The Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Town Center at Coral Canyon recorded with the Washington County Recorder on June 9, 2017, as Document No. 20170023739.
- (ii) Any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Declaration").

In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, Bylaws or the Rules and Regulations of the Town Center at Coral Canyon Owners Association, Inc. this Amendment shall control.

This Amendment is undertaken pursuant to Article XV, Section 4 of the Declaration. This Amendment is adopted and approved unilaterally by the written consent of the Declarant.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Town Center at Coral Canyon" described in Exhibit A attached hereto and made a part hereof shall be held, sold and conveyed subject to the Declaration as amended by this Amendment.

Section 5.7

The following amends, wholly replaces, and substitutes for Section 5.7 of Article V in the Declaration – all other terms of the Declaration and other governing documents that do not

contradict the terms of this Amendment shall remain in full force and effect:

SECTION 5.7 OF THE DECLARATION IS AMENDED AS FOLLOWS
(AMENDMENTS ARE IN ITALICS)

5.7. **Individual Assessments and Resort Assessments.**

1) **Individual Assessments.** In addition to annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Project Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Project Documents or by the Board, including, without limitation, action taken to bring a Unit and its Owner into compliance with the Project Documents; (d) nonpayment of a Reinvestment Fee; and (e) attorneys' fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorneys' fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or his/her Occupants' negligence.

2) **Resort Assessments.** *Each time a Living Unit is leased for a term of less than thirty (30) consecutive days the Owner of the Living Unit shall pay the Association a Resort Assessment in an amount established and set forth by Rule of the Board. The Resort Assessment shall be due and payable prior to any such lease and shall be paid to the management company (see Section 9.15) which company will then forward said payment to the Association. Resort Assessments may be levied and collected by the Association against an Owner in the same way as any other assessment set forth in this Article.*

Section 9.15

The following amends, wholly replaces, and substitutes for Section 9.15 of Article IX in the Declaration – all other terms of the Declaration and other governing documents that do not contradict the terms of this Amendment shall remain in full force and effect:

SECTION 9.15 OF THE DECLARATION IS AMENDED AS FOLLOWS
(AMENDMENTS ARE IN STRIKEOUTS AND ITALICS)

9.15. **Leases.** The leasing, renting, or granting of occupancy (hereinafter in this Section referred to as a "lease") of a Living Unit is permitted. **Each Owner by acceptance of a deed or other document of conveyance acknowledges and agrees that the Living Units may be leased on a nightly, weekly, monthly, or other periodic basis, and that vacation and other short-term leases are expressly permitted.** Notwithstanding the foregoing, the Board, in its sole discretion, may require the use of an approved property management company in order for an Owner to be eligible to lease his Unit for a term less than one (1) month. *Any Owner who desires to lease their Living Unit for a term of less than thirty (30) consecutive days shall do so through a management company approved and set forth by Rule of the Board. In addition, all Owners who lease their Living Unit on a short-term basis shall obtain a business license from Washington City. Notwithstanding any language in this Declaration to the contrary, a lease for a term of less than thirty (30) consecutive days shall be deemed a permitted commercial activity under this Declaration.* All leases shall provide that the tenant is subject to and shall abide by the Project Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within ten (10) days after delivery of written notice of the creation of a nuisance or violation of the Project Documents, the Owner shall proceed to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. In the event that the Owner or Occupant fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. Copies of all lease agreements shall be provided to the Board upon request. Owners who lease their Living Unit for a term greater than ~~one (1) month~~ *thirty (30) consecutive days* shall, within seven (7) days of tenant occupancy, provide the Board with the names, phone numbers, and email addresses of all adult tenants, as well as the tenants' vehicle description(s) and any additional information requested by the Board.

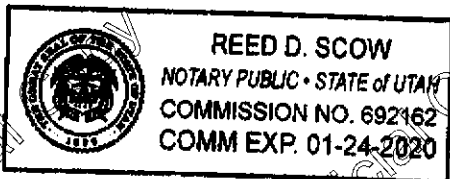
IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the day and year first written above.

CW TOWN CENTER, LLC,
A Utah limited liability company

By: *DAVE NIELSEN*
Its: *Authorized Agent*

STATE OF UTAH)
) : ss.
County of Washington)

On the 1 day of June, 2018, personally appeared before me Dave Nielsen, who being by me duly sworn, did say that he/she is the Authorized Agent of CW Town Center, LLC, the authorized individual empowered to sign this Amendment and that the Amendment was signed on behalf of said company and said person acknowledged to me that said company authorized the execution of same.



Reed D. Scow
Notary Public

Exhibit A
(Legal Description)

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Town Center at Coral Canyon (Sections 5.7 and 9.15) affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 45, Town Center at Coral Canyon (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-TCCC-1-CC through W-TCCC-45-CC

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Town Center at Coral Canyon (Sections 5.7 and 9.15) affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 21, Eighth at Coral Canyon (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-EIG-1 through W-EIG-21