

Recorded at the request of:
The Palms of St. George

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF CC&RS OF THE PALMS OF ST. GEORGE RECREATIONAL
VEHICLE PARK**

As more particularly stated herein, this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Palms of St. George Recreational Vehicle Park (hereinafter "Amendment"), amends the following:

- (i) Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Palms of St. George recorded with the Washington County Recorder on November 01, 2021, as Document No. 20210070543.
- (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").

This Amendment is undertaken pursuant to Article XII, Section 12.3 of the Declaration which provides that the Declaration may be amended by the affirmative vote of at least two-thirds (2/3) of Association membership after a quorum is established.

1.

Article VIII, Section 8.7

The following amends, wholly replaces, and substitutes for Section 8.7 of Article VIII in the Declaration:

**SECTION 8.7 OF ARTICLE VIII OF THE DECLARATION IS AMENDED AS
FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):**

Amend to Article VIII, Section 8.7, to amend and restate in its entirety as follows:

8.7 Quiet Enjoyment. No noxious or offensive trade or activity shall be carried upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may

become an annoyance or nuisance to the neighborhood, or which shall in any way increase the rate of insurance. No Lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials, used or new metal, trucks, automobiles, *utility trailers, boats* or machines in whole or in part. Toys and other similar items shall not be left on Lots when the toy is not in use but shall be placed out of sight. No personal property, substance, thing, or material shall be kept on any Lot or any part thereof, that will omit foul or noxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners or will cause the Lot or any part thereof to appear in an unclean or untidy condition. Specially, no generators or engines shall be run or parked in a Lot, except to move the vehicle or in the event of any municipal power failure.

2.

Article VIII, Section 8.8

The following amends and adds subsection (b) to Section 8.8 of Article VIII in the Declaration:

SECTION 8.8 OF ARTICLE VIII OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

Amend to Article VIII, Section 8.8, by adding a Subsection (b) as follows:

(b) *Unregistered vehicles are not allowed in the Park or RV Storage area as they are uninsured and therefore a potential liability to everyone. The owner of an unregistered vehicle shall be given thirty (30) days written notice to either register said vehicle or remove it from the Park.*

3.

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. In the event of a conflict between this Amendment and the Declaration, the Article of Incorporation, the Bylaws, or the Rules and Regulations ("Governing Documents"), this Amendment shall control.

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 "The Palms of St. George and The Palms of St. George Phase II" (described in Exhibit A attached hereto and made a part hereof) shall be subject to the Declaration as amended by this Amendment.

(Signature(s) on next page)

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 6
day of March, 2023, and verifies that the voting requirements of Article XII, Section
12.3 were satisfied.

**The Palms of St. George Homeowners
Association, a Utah nonprofit corporation**



By: Ida Wand
Its: President

STATE OF UTAH)
: ss.
County of Washington)

On the 6 day of March, 2023, personally appeared before me Ida
Wand who being by me duly sworn, did say that he/she is the President of The Palms of St. George
Homeowners Association, a Utah nonprofit corporation, the authorized individual empowered to
sign this Amendment and that the Amendment was signed on behalf of said Association and said
person acknowledged to me that said Association authorized the execution of the same.


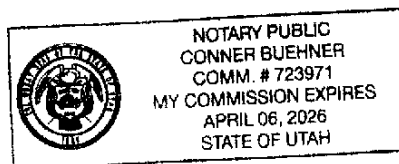

Notary Public

Exhibit A
(Legal Description)

This First Amendment to Second Amended & Restated Declaration of Covenants, Conditions, and Restrictions of the Palm of St. George Recreational Vehicle Park affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 37, Lot 38-A, Lots 39 Through 58, Lot 59-A, Lots 60 through 84, and Lot 63-B, together with all Common Area, Palms of St. George, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PM-1 through SG-PM-37

PARCEL: SG-PM-38A

PARCEL: SG-PM-39 through SG-PM-58

PARCEL: SG-PM-59A

PARCEL: SG-PM-60 through SG-PM-84

PARCEL: SG-PM-63-B

All of Lots 85 through 106, together with al Common Area, Palms of St. George - Phase II, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PM-2-85 through SG-PM-2-106