



Recorded at the request of
The Palms of St. George

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

After Recording mail to:
The Palms of St. George
150 N 3050 East
St. George, UT 84790

**SECOND 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 Second 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 the Association membership after a quorum is established.

1.

Article VI, Section 6.8

The following amends, wholly replaces, and substitutes for Section 8.8 of Article VIII in the Declaration:

SECTION 6.8 OF ARTICLE VIII OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRICKEOUT (DELETED) AND ITALICS (ADDED)):

6.8 Special Assessments. In addition to the Annual Assessments authorized in this Article, the Association may levy, in any assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Commons Areas or capital improvement, including fixtures and personal property related thereto; provided that such assessment shall first be approved by two-thirds (2/3) of the votes which are cast by Members qualified to vote, in person or by proxy or written ballot, at a meeting or by vote duly called or held for such purpose, after establishing a quorum as provided in Section 6.9 below. The Board may select any voting method which is provided for in this Declaration or the Bylaws for the purpose of obtaining the approval necessary under this Section (e.g., by mail-in ballot). Any capital improvement which is estimated to cost over ~~Three Six Thousand Dollars (\$3,000.00)~~ *(\$6,000)* shall also first be approved in the same manner as a Special Assessment. A capital improvement is any repair, replacement, construction, or reconstruction of the Common Area, including any of the facilities, structures, improvements, fixtures, or personal property related thereto. Any PROJECT whose total cost exceeds ~~Three Six Thousand Dollars (\$3,000.00)~~ *(\$6,000)* shall be considered a capital cost and must be approved as stated in the preceding paragraph.

Amend to Article VIII, Section 6.8, to amend and restate in its entirety as follows:

6.8 Special Assessments. In addition to the Annual Assessments authorized in this Article, the Association may levy, in any assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Commons Areas or capital improvement, including fixtures and personal property related thereto; provided that such assessment shall first be approved by two-thirds (2/3) of the votes which are cast by Members qualified to vote, in person or by proxy or written ballot, at a meeting or by vote duly called or held for such purpose, after establishing a quorum as provided in Section 6.9 below. The Board may select any voting method which is provided for in this Declaration or the Bylaws for the purpose of obtaining the approval necessary under this Section (e.g., by mail-in ballot). Any capital improvement which is estimated to cost over Six Thousand Dollars (\$6,000.00) shall also first be approved in the same manner as a Special Assessment. A capital improvement is any repair, replacement, construction, or reconstruction of the Common Area, including any of the facilities, structures, improvements, fixtures, or personal property related thereto. Any PROJECT whose total cost exceeds Six Thousand Dollars (\$6,000.00) shall be considered a capital cost and must be approved as stated in the preceding paragraph.

2.

Article VIII, Section 8.8

The following amends, wholly replaces, and substitutes for 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 STRICKEOUT (DELETED) AND ITALICS (ADDED)):

8.8 Temporary Structures Equipment, Motor Vehicles, Etc. No structure of a temporary character, tent, canopy, shack, garage, or other outbuilding shall be placed or used on any Lot at any time. Unregistered vehicles are not allowed in the Park or RV Storage ~~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.~~ No motor vehicle whatsoever may be parked on any common street or common driveway overnight, ~~except~~ *Motor homes, trailers or moving vans may be parked only for the purpose of loading or unloading and only during daylight hours.* Such vehicles shall not block private driveways without permission, nor shall they block the common roadways. No major repairing or overhauling of ~~cars or trucks~~ *motor vehicles, including motor homes, motorcycles, ATVs, and travel trailers is permitted within the park living area. Major repair includes, but is not limited to, any work that requires the engine or motor covering to be open for more than 30 minutes, or for the vehicle to be jacked up, except for the changing of a single flat tire. Permanent living units are exempt from this restriction regarding major repairs.* Changing of vehicle motor oil or any other engine fluid is prohibited within the park. (a) No outside storage sheds shall be permitted. Closeable storage cabinets on attached decks or next to the Living Unit are permitted as long as they are kept in good repair.

Amend to Article VIII, Section 8.8, to amend and restate in its entirety as follows:

8.8 Temporary Structures Equipment, Motor Vehicles, Etc. No structure of a temporary character, tent, canopy, shack, garage, or other outbuilding shall be placed or used on any Lot at any time. Unregistered vehicles are not allowed in the Park or RV Storage. No motor vehicle whatsoever may be parked on any common street or common driveway overnight. Motor homes, trailers or moving vans may be parked only for the purpose of loading or unloading and only during daylight hours. Such vehicles shall not block private driveways without permission, nor shall they block the common roadways. No major repairing or overhauling of motor vehicles, including motor homes, motorcycles, ATVs, and travel trailers is permitted within the park living area. Major repair includes, but is not limited to, any work that requires the engine or motor covering to be open for more than 30 minutes, or for the vehicle to be jacked up, except for the changing of a single flat tire. Permanent living units are exempt from this restriction regarding major repairs. Changing of vehicle motor oil or any other engine fluid is prohibited within the park. (a) No outside storage sheds shall be permitted. Closeable storage cabinets on attached decks or next to the Living Unit are permitted as long as they are kept in good repair.

3.

Article XI, Section 11.3

The following amends, wholly replaces, and substitutes for Section 11.3 of Article XI in the Declaration:

SECTION 11.3 OF ARTICLE XI OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRICKEOUT (DELETED) AND ITALICS (ADDED)):

11.3 **Leases**. Owners shall not be permitted to lease their Lots ~~unless and until they have occupied their Lot for one (1) or more consecutive years for a period of one (1) year after the closing date of purchase, inheritance, gift or transfer of a property is made. The Owner(s) are the only person(s) who may reside in or on the Lot. No renters, friends or family may reside on the Lot until after the one (1) year waiting period has concluded.~~ All leases shall be in writing in a form approved in advance by the Board. The Association may establish such terms to be included in any lease as are consistent with this Declaration, the Bylaws, and the Rules and Regulations. Nothing herein shall restrict the right of an Owner to impose any terms not inconsistent with this Declaration, the Bylaws, or Rules and Regulations. All leases shall require the lessee(s) thereunder to abide by this Declaration, the Bylaws and the Rules and Regulations and to agree not to allow or commit any nuisance, waste, unlawful, or illegal act upon the premises. All leases shall be for a minimum term of thirty-one (31) days. See Article III subparagraph 3.3 (a) for age verification requirements.

Amend to Article XI, Section 11.3, to amend and restate in its entirety as follows:

11.3 **Leases**. Owners shall not be permitted to lease their Lots for a period of one (1) year after the closing date of purchase, inheritance, gift or transfer of a property is made. The Owner(s) are the only person(s) who may reside in or on the Lot. No renters, friends or family may reside on the Lot until after the one (1) year waiting period has concluded. All leases shall be in writing in a form approved in advance by the Board. The Association may establish such terms to be included in any lease as are consistent with this Declaration, the Bylaws, and the Rules and Regulations. Nothing herein shall restrict the right of an Owner to impose any terms not inconsistent with this Declaration, the Bylaws, or Rules and Regulations. All leases shall require the lessee(s) thereunder to abide by this Declaration, the Bylaws and the Rules and Regulations and to agree not to allow or commit any nuisance, waste, unlawful, or illegal act upon the premises. All leases shall be for a minimum term of thirty-one (31) days. See Article III subparagraph 3.3 (a) for age verification requirements.

4.

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.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 14th day of February, 2024, 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 14th day of February, 2024, personally appeared before me Ida Wand who being by me duly sworn, did say that 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 acknowledge to me that said Association authorized the execution of the same.

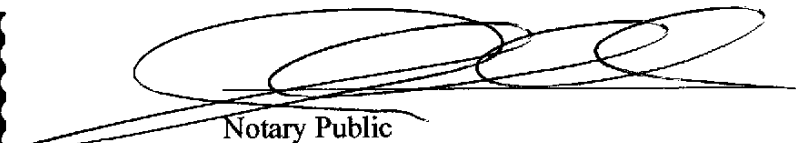
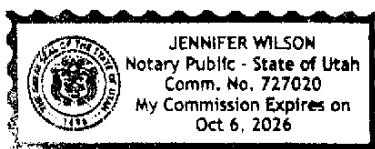

Notary Public

Exhibit A
(Legal Description)

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

All of the 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: SC-PM-59A
PARCEL: SG-PM-60 through SG-PM-84
PARCEL: SG-PM-63-B

All of Lots 85 through 106, together with all 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