

**AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
MULBERRY COURT TOWNHOMES PHASE I**

This is an Amendment of the Declaration of Covenants Conditions and Restrictions of Mulberry Court Townhomes Phase I recorded June 11, 1987, at Book 455, Pages 272-292, as Document No. 316588, Washington County Recorder's Office.

Article V, Section 3 of the above document is hereby amended to read as follows:

3. **Basis and Maximum Annual Assessments** Until January 1 following recording of this Amendment, the maximum annual assessment shall be SIX HUNDRED FORTY-ONE & 60/100---Dollars (\$ 641.60*) per lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) The Trustees may, after consideration of current and future needs of the Association, fix the annual assessment at an amount not to exceed the maximum.

(c) The Association may change the basis and maximum of the assessments fixed by Section 3 hereof prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of each class of members, voting in person or by proxy, at a meeting duly called for this purpose.

Article V, Section 4 of the above document is hereby amended to read:

4. **Special Assessments for Capital Improvements** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of common or limited common area structures, fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of each class of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Article V, Section 5 of the above document is hereby amended to read:

5. **Notice and Quorum for Any Action Authorized Under Sections 3 and 4** Written notice of any meeting of members called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

REQUEST: SCOURN SHIP TITLE
1988 OCT 17 AM 10:45
DOCUMENT 339124
HERBERT S. BENTLEY
WASHINGTON COUNTY RECORDER
PAG 1
890N 500 PAGE 763-767
11-2-88 ABS

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Article V, Section 6 of the above document is hereby amended to read:

6. 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.

Article VI, Section 4 of the above document is hereby amended to read:

4. Review of Insurance The Board shall annually and whenever requested by twenty percent (20%) or more of the owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.

Other than the foregoing amendments, the Declaration of Covenants Conditions and Restrictions described above is in all respects affirmed, ratified and agreed to be in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant and owners herein, have hereunto set their hands this 30th day of September, 1988.

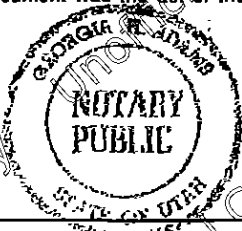
Mulberry Development Ltd.
By Sunnyland Development Corp., General Partner

By [Signature]
DAVID R. BROWN, President

STATE OF UTAH)
COUNTY OF Washington) ss.

On this 30th day of September, 1988, before me personally appeared David R. Brown, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the president (or other officer or agent, as the case may be) of Sunnyland Development Corp., a corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

[Signature]
NOTARY PUBLIC Georgia H. Adams
Address: St. George, Utah 84770
My Commission Expires: 09/05/89



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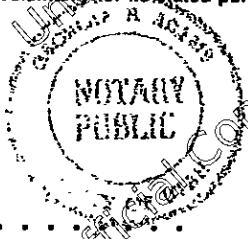
Thelma B. Garwood
THELMA B. GARWOOD

STATE OF UTAH

COUNTY OF Washington } ss.

On this 30th day of September, 19 88, before me personally appeared THELMA B. GARWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Georgia H. Adams
NOTARY PUBLIC Georgia H. Adams
Address: St. George, Utah 84770
My Commission Expires: 09/05/89



X Barbara G. Kirk
BARBARA G. KIRK

STATE OF Colorado }

COUNTY OF Montezuma } ss.

On this 11th day of October, 19 88, before me personally appeared BARBARA G. KIRK, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC
NOTARY PUBLIC Skinner
Address: 140 W. Main, Cortez, CO 81321
My Commission Expires: 01-28-90

Unofficial Copy

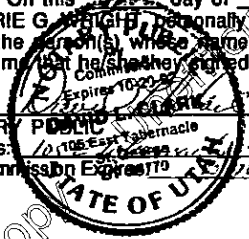
X Marjorie G. Wright
MARJORIE G. WRIGHT

339124

STATE OF Utah
COUNTY OF Washington } ss.

On this 12th day of Oct, 19 88, before me personally appeared MAJORIE G. WRIGHT, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Address: 10105 East Tabernacle
My Commission Expires: 10-20-92



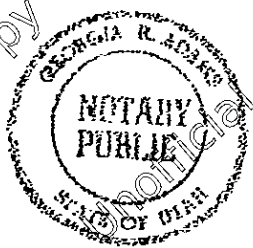
Samuel James Whitney
SAMUEL JAMES WHITNEY

Glyde G. Whitney
GLYDE G. WHITNEY

STATE OF UTAH
COUNTY OF Washington } ss.

On this 30th day of September, 19 88, before me personally appeared SAMUEL JAMES WHITNEY and GLYDE G. WHITNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Georgia H. Adams
NOTARY PUBLIC Georgia H. Adams
Address: St. George, Utah 84770
My Commission Expires: 09/05/89



Dorothy L. Johnson
DOROTHY L. JOHNSON

339124

STATE OF UTAH

COUNTY OF Washington) ss.

On this 3rd day of October, 1988, before me personally appeared DOROTHY L. JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Georgia H. Adams
NOTARY PUBLIC Georgia H. Adams
Address: St. George, Utah 84770
My Commission Expires: 09/05/89

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