

342169

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS,
OF RAINBOW RIDGE MOBILE HOME PARK, ST. GEORGE, UTAH

WHEREAS, on the 11st day of March 1981, a Declaration of Protective Covenants, Conditions and Restrictions of Rainbow Ridge Mobile Home Park, St. George, Utah, was made by John B. Ewles and Lola M. Ewles as individuals and as Developer of Rainbow Ridge Mobile Home Park, and

WHEREAS, due to the passage of time and changes in law and Lot ownership in the Mobile Home Park, more than 75 percent of the members of Rainbow Ridge Homeowners Association, a non-profit Utah corporation, have determined it is necessary and would be advantageous to amend the said Declaration of Protective Covenants, Conditions and Restrictions for the benefit of the Park and the residents therein, and

WHEREAS, at a meeting duly called pursuant to notice as required by law and the bylaws of Rainbow Ridge Homeowners Association, a meeting of members of that Association was held on the 10 day of DECEMBER, 1988, at which a quorum was present and at which by vote of 75 percent or more of the members of said Association, these Amendments were agreed to and adopted, and

WHEREAS, there exists only one class of membership in said Association, Class B membership having been eliminated on October 1, 1986, according to the Articles of Incorporation of Rainbow Ridge Homeowners Association, as amended;

NOW THEREFORE, the Declaration of Protective Covenants, Conditions and Restrictions of Rainbow Ridge Mobile Home Park, St. George, Utah, as adopted March 31, 1981, are hereby amended effective as of the date hereof as follows:

(1) Article VII, Section 7, entitled Adult Area, is hereby deleted and in its place and stead a new section 7 to Article VII is adopted, reading as follows, to wit:

Section 7. Adult Area. General areas shall be designated as adult. One resident of 80% of the living units in existence at Rainbow Ridge Mobile Home Park on September 13, 1988, was of the minimum age of 55 years and, after September 13, 1988 one resident of 80% of said living units shall be of the minimum age of 55 years.

No person occupying a lot within the adult area shall allow any child under the age of 18 years to live upon said lot except for short-term visits not to exceed 30 days in any one calendar year. The only exception to this 30-day rule shall occur in case of an emergency in the family occupying said lot where the Board of Directors has been requested and may extend the 30-day limitation period for an additional 30 days during said calendar year.

In the event that any individual within the adult area should receive any child under the age of 18 as a permanent or long-term resident subsequent to its occupation of any lot, it shall be the responsibility of the Owner to use reasonable and necessary efforts to sell the lot and Living Unit or otherwise comply with the intent of this provision. In the event non-compliance continues in excess of 90 days, then the Association shall have the right to acquire said lot and dwelling at a purchase price not to exceed the original purchase price of the lot and Living Unit, plus the purchase price of any permanent improvements which can reasonably be substantiated. This provision shall not be interpreted to restrict the Association from seeking any other legal or equitable remedy that is allowable by law.

Section 6 of Article VIII of said Declarations of

Protective Covenants, Conditions and Restrictions of Rainbow

Ridge Mobile Home Park, St. George, Utah, as adopted May 31, 1981, is hereby deleted and is no longer of any force and effect.

The undersigned, being the duly elected and acting President and Secretary of Rainbow Ridge Homeowners Association, certify that the above Amendments were adopted by the assenting vote of more than 75 percent of the members of Rainbow Ridge Homeowners Association entitled to cast votes under the Articles of Incorporation and bylaws of the Corporation.

WHEREFORE, the undersigned execute this Amendment for and on behalf of the Rainbow Ridge Homeowners Association and verify that the foregoing statements are true to their own knowledge.

RAINBOW RIDGE HOMEOWNERS ASSOCIATION

By:

Robert C. Tucker
Robert C. Tucker, President

Mary J. Wilson
Secretary

State of Utah)
County of Washington) ss:

Before me a Notary Public in and for said County and State this 27 day of December, 1988, personally appeared Robert C. Tucker, President, and _____, Secretary, of Rainbow Ridge Homeowners Association, a Utah non-profit corporation, and for and on behalf of said Association, acknowledge the execution of the foregoing Amendments to

REQUEST: Robert C. Tucker
BOOK 507 PAGE 649-652
FILE 10-50 ABS
1988 DEC 28 PM 1:30
342169
DOCUMENT
HERDENT S BENTLEY
WASHINGTON CT RECORDING
BY: B. W.

342169

Amendments to Declaration of Protective Covenants, Conditions and Restrictions of Rainbow Ridge Mobile Home Park, St. George, Utah, to be the free and voluntary act of the Association and of its members.

[Signature]
Notary Public
Resident of St. George, Utah

My Commission expires:
10-10-89

Notary Fees: *[Handwritten]*
Robert

[Signature]
C. [Handwritten]

STATE OF UTAH

COUNTY OF WASHINGTON SS:

On this 28th day of Dec, 1988, personally appeared before me MARY J. WILSON

the signers of the above instrument, who duly acknowledged to me that she, executed the same.

My Commission Expires: 5-7-91

State of Utah
Washington County
NOTARY PUBLIC
Volante A. Thompson
Expires: [Signature]

NOTARY PUBLIC Residing in:
SANTA CLARA, UT.