

AMENDMENTS TO THE
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
CANYON BREEZE R. V. RESORT

REQUEST: David Strum
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REGISTRAR: J. BENTLEY
WASHINGTON COUNTY, ARIZONA

Section V Paragraph 10 is Ammended to Read:

10. Effect of Non-payment Remedies. The assessments are due the First day of month and become delinquent on the 10th. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot, provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payments. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within (30) days after the date on which it becomes delinquent, (10th of the month), the amount thereof shall bear interest from the date of the delinquency at the rate of Eighteen percent (18%) per annum plus late payment service charge of Five Dollars (\$5.00), and the Association may, in its discretion, bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

Section VI Paragraph 3 is Ammended to Read:

3. Water, Sewer, and Garbage Removal. The Association shall pay for all water, sewer and garbage removal services furnished to each Lot. Each Lot Owner shall pay for all utility services which are separately billed or metered to individual Lots by the utility or other party furnishing such service. Garbage is to be placed in the dumpsters that are provided by the Association.

Section VII Paragraph 2 is Ammended to Read:

2. Use of Lots. Except designated commercial lots, which initially shall be Lot 47 (upon which the Declarant may place such commercial facilities and recreational amenities as Declarant deems appropriate) all lots shall be used only for commercially built Recreational vehicle (R.V.'s) (including Park Model R.V.'s) no more than 10 years old at the time of their first use on the lot. Exceptions to this may be granted by the Architectural Control Committee upon a showing that the R. V. is in good and sightly condition, which determination shall be made in the sole discretion of said committee. All R.V.'s shall be parked in the designated parking pad and the total length of the R.V. and its towing vehicle shall not exceed the length of the Lot, and the R.V. shall not exceed 33' in length and 12' in width unless otherwise approved by the Architectural Control Committee. The square footage of living space is limited to Four Hundred (400) square feet. An additional One Hundred (100) square feet may be added if approved by the Architectural Control Committee.

No lot shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with the rights of any owner or in a way that would result

in an increase in the cost of insurance covering the Common Areas. No more than one (1) Recreational Vehicle plus 2 other parked vehicles will be permitted upon any lot in said subdivision. The height of the parked vehicle shall not exceed seven (7) feet, measured from the ground, and must be street legal. Roof mounted refrigeration or swamp coolers are limited to a height of 16 inches above the actual surface they are mounted upon. T.V. and Radio antenna are not to extend more than 5 feet above the roof. No painting of the concrete around the Recreational Vehicle is permitted. In compliance with Fire codes, no circuit Breakers on the Power Pedistals are to be locked up. All living areas of the Recreational Vehicles must maintain 6 foot separation from neighboring living areas. No boat trailer, boat, or Utility trailer shall be stored more than 14 consecutive days on any lot within the Development. No Lot or Lots shall be re-subdivided except for the purpose of combining two or more lots into ONE.

Section VII Paragraph 9 is Ammended to Read.

3. Vehicle Requirements. All Vehicles shall be recreational vehicles. No Mobile homes, tents or outdoor overnight camping will be allowed, except that "park model" homes shall expressly be allowed. Metal skirting is required on all park models within 6 months of the time they are moved onto the Lot.

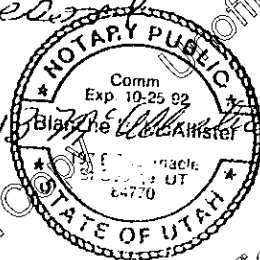
Section VII Paragraph 14 Reads

14. Type of Occupancy. The Occupancy is limited to two adult persons over the age of Eighteen (18). Guests may stay up to 14 consecutive calendar days.

Recorded, DATED AND Put in Effect
This 3rd of MARCH 1989

David L. Strum
Declarant of Easement
Tracey Pearson

Blanche W. Allister



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