

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS**

**OF**

**THE PARK AT GREEN VALLEY,  
a Planned Unit Development**

WHEREAS, the Declaration of Covenants, Conditions & Restrictions of The Park at Green Valley, a Planned Unit Development, were recorded on January 10, 1980, Entry No. 212621, in Book 265, pages 535-561; and

WHEREAS, it is the desire of the homeowners to amend the Declaration of Covenants, Conditions & Restrictions; and

WHEREAS, Article V, Section 9 of the Declaration of Covenants, Conditions & Restrictions provides as follows:

**Effect of Nonpayment -- Remedies.** 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 thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum plus late payment service charge equal to five (5) percent of each delinquent amount due 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.

WHEREAS, it is deemed to be in the best interest of this Association to amend the above-quoted section in the Declaration of Covenants, Conditions & Restrictions; and

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**RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1991 JAN 07 16:24 PM FEE \$9.00 BY KJP  
REQUEST: SHDW & JENSEN**

WHEREAS, by authority of Article XII, Section 3, pursuant to an affirmative vote of at least two-thirds (2/3) of all Class A membership and after obtaining all other written consent required by said Section, and after written notice setting forth the purpose of the meeting to amend said Declaration and the substance of the amendment proposed sent to all members at least ten (10) days but not more than thirty (30) days prior to the meeting date held on the 15th day of November, 1990, at 7:30 p.m., Article V, Section 9, is hereby amended to read as follows:

**Effect of Nonpayment - Remedies.** 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 thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum plus late payment service charge equal to five (5) percent of each delinquent amount due and the Association may, in its discretion, bring an action either against the Owner who is personally liable and/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.

#### CERTIFICATION

The undersigned hereby certifies that the above action pursuant to Article XII, Section 3, on page 22 of the Declaration of Covenants, Conditions & Restrictions of The Park at Green Valley was as follows:

1. That CAROL POLLEI is the duly elected and acting President of The Park at Green Valley Homeowners Association, a Utah non-profit

corporation duly organized and existing under the laws of the State of Utah.

2. That the foregoing Declaration of Covenants, Conditions & Restrictions specifically Article V, Section 9, on pages 8 and 9 of said Declaration was duly amended pursuant to the terms contained therein, at that meeting held on the 15th day of November, 1990.

IN WITNESS WHEREOF, the undersigned have subscribed their names and affixed the seal of the corporation Association on the 7<sup>th</sup> day of

January, 1991.

THE PARK AT GREEN VALLEY HOMEOWNERS ASSOCIATION

By:

Carol J. Pollei

Its President

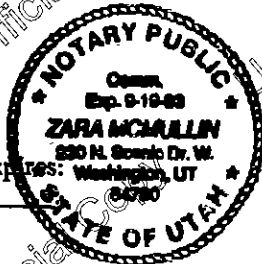
(SEAL)

STATE OF UTAH,

) : ss.

County of Washington. )

On the 7<sup>th</sup> day of January, 1991, personally appeared before me CAROL POLLEI, who, being by me duly sworn, did say that she is the President of The Park at Green Valley Homeowners Association, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Trustees, and said Carol Pollei duly acknowledged to me that said corporation executed the same.



My Commission Expires 9-19-93

Zara McCallin  
Notary Public

Residing at: Wash. UT