

**AMENDMENT TO AMENDED DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS OF LA PALOMA CONDOMINIUMS  
AND  
DECLARATION OF ANNEXATION OF LA PALOMA CONDOMINIUMS, PHASE III**

THIS AMENDMENT TO THE AMENDED DECLARATION of Covenants Conditions and Restrictions of La Paloma Condominiums is made pursuant to the Utah Condominium Act, Utah Code Ann. §57-8-13.6, and executed this 30<sup>th</sup> day of August, 1995, AND AMENDS THE AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF LA PALOMA CONDOMINIUMS, recorded December 14, 1994, as Entry No. 486846, in Book 872, at Pages 245 et seq., records of Washington County, and any subsequent amendments thereto, including the Amendment to Amended Declaration of Covenants Conditions and Restrictions of La Paloma Condominiums and Declaration of Annexation of La Paloma Condominiums, Phase II, recorded March 31, 1995, as Entry No. 496252, in Book 897, at Pages 120 et seq., which affects all the property described in Exhibit A, attached hereto.

**ANNEXATION**

This is a Declaration of Annexation prepared pursuant to Article XI of the previously identified Amended Declaration of Covenants Conditions and Restrictions of La Paloma Condominiums.

Declarant hereby annexes the property described in Exhibit B attached hereto as a part of, and declares its intention that the property shall be subject to the Amended Declaration of Covenants Conditions and Restrictions of La Paloma Condominiums referred to above, and any amendments thereto.

Any required approvals have been given.

**AMENDMENT**

**Article II, Section 1.**, of the Amended Declaration of Covenants Conditions and Restrictions of La Paloma Condominiums referenced above is hereby amended to read as follows:

**ARTICLE II - PROPERTY RIGHTS**

Section 1. Division into Units, Limited Common and Common Area. In order to establish a plan of condominium ownership, the condominium project is hereby divided into the following separate freehold estates:

- a. Units. The 54 separately designated and legally described freehold estates consisting of the units as defined above and designated on the plats for La Paloma Condominiums Phases I, II, and III. Each unit consists
  - i. horizontally of the area within the interior surface of the sheet rock on walls which form the exterior of the building, and the lines as drawn on the map as constituting boundaries between the unit and common or limited common areas or between the unit and other units, and
  - ii. vertically from the exterior surface of the floor of the unit up to the interior surface of the ceiling. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning and compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the unit and serving only the unit, and any structural members of any other property of any kind, including fixtures and appliances within any unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1995 SEP 15 11:06 AM FEE \$26.00 BY CB  
FOR: SOUTHERN UTAH TITLE CO

Appurtenant to and inseparable from each unit shall be a percentage ownership in common areas and facilities and a par value according to the following table:

<u>Unit #</u>	<u>Square Footage</u>	<u>% Ownership of Common Areas and Facilities</u>	<u>Par Value</u>
A101	1045	1.851%	1.851
A102	1045	1.851%	1.851
A201	1045	1.851%	1.851
A202	1045	1.851%	1.851
B103	1045	1.851%	1.851
B104	1045	1.851%	1.851
B203	1045	1.851%	1.851
B204	1045	1.851%	1.851
C105	1045	1.851%	1.851
C106	1045	1.851%	1.851
C205	1045	1.851%	1.851
C206	1045	1.851%	1.851
D107	1045	1.851%	1.851
D108	1045	1.851%	1.851
D207	1045	1.851%	1.851
D208	1045	1.851%	1.851
E109	1045	1.851%	1.851
E209	1045	1.851%	1.851
F110	1045	1.851%	1.851
F111	1045	1.851%	1.851
F210	1045	1.851%	1.851
F211	1045	1.851%	1.851
G112	1045	1.851%	1.851
G113	1045	1.851%	1.851
G212	1045	1.851%	1.851
G213	1045	1.851%	1.851
H114	1045	1.851%	1.851
H115	1045	1.851%	1.851
H214	1045	1.851%	1.851
H215	1045	1.851%	1.851
I116	1045	1.851%	1.851
I117	1045	1.851%	1.851
I216	1045	1.851%	1.851
I217	1045	1.851%	1.851
J118	1045	1.851%	1.851
J119	1045	1.851%	1.851
J218	1045	1.851%	1.851
J219	1045	1.851%	1.851
K120	1045	1.851%	1.851
K121	1045	1.851%	1.851
K220	1045	1.851%	1.851
K221	1045	1.851%	1.851
L122	1045	1.851%	1.851
L123	1045	1.851%	1.851
L222	1045	1.851%	1.851
L223	1045	1.851%	1.851
M124	1045	1.851%	1.851
M125	1045	1.851%	1.851
M224	1045	1.851%	1.851
M225	1045	1.851%	1.851
N126	1045	1.851%	1.851
N127	1045	1.851%	1.851
N226	1045	1.851%	1.851
N227	1045	1.851%	1.851
Total		100%	100

These par values may not be changed except by amendment or expansion as provided herein. No unit may be further subdivided. No unit owner shall execute any deed, mortgage, lease or other instrument conveying, leasing or encumbering title to the unit without including therein all interests appurtenant thereto. The purpose of this restriction is to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed to include any omitted interest, even though not expressly mentioned or described therein. Each unit owner has an unrestricted right of ingress and egress to the unit which is appurtenant to ownership of the unit.

Units may be combined in use if owned by the same unit owner.

- b. Limited Common Areas. Limited Common Areas, designated on the map, by double cross hatched areas may include carports, balconies, decks and covered decks appurtenant to certain units as contained in the Plat. The exclusive right to use and occupy each limited common area, if any, shall be appurtenant to and shall pass with the title to the unit with which it is associated. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of the unit, subject to the residual rights of the Association therein.

The Plat recorded concurrently herewith contains no limited common area.

- c. Common Areas and Facilities. A freehold estate consisting of the remaining portion of the real property as defined above as the "common areas and facilities." Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

- (i) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (ii) The right of the Association to limit the number of guests of members using the common area.
- (iii) The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against the unit remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (iv) The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
- (v) The right of the Association with the approval of seventy-five percent (75%) of each class of owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility.
- (vi) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the common area by the Association.
- (vii) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
- (viii) The terms and conditions of this Declaration.
- (ix) The right of each individual unit owner to the exclusive use of the limited common area adjacent and appurtenant to the respective unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 30<sup>th</sup> day of August, 1995.

DECLARANT:  
LA PALOMA, LC

By

  
DERRILL C. LARKIN, Manager

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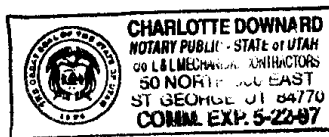
STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 30 day of August, 1995, before me personally appeared Derrill C. Larkin, 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 is the Manager of La Paloma LC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the company executed the document and the document was the act of the partnership for its stated purpose.

Charlotte Downard  
NOTARY PUBLIC

My Commission Expires: 5-22-97

Notar Data: L Larkin, D. 748802 La Paloma; amendoos/3 031394 748802 dc



00509928 Bk0935 Pg0631

EXHIBIT "A"

00509928 Bk0935 Pg0632

EXHIBIT "B"

00509928 Bk0935 Pg0633

EXHIBIT "A"

**LA PALOMA CONDOMINIUMS - PHASE IA**

ALL THAT PORTION OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29;  
THENCE N00°43'13"W, 1903.77 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 29;  
THENCE S89°51'16"E, 381.00 FEET ALONG THE CENTER LINE OF 400 SOUTH STREET TO THE CENTERLINE OF 1200 EAST STREET;  
THENCE N00°08'44"E, 340.00 FEET ALONG THE CENTERLINE OF SAID 1200 EAST STREET;  
THENCE N89°51'16"W, 25.00 FEET TO THE POINT OF BEGINNING;  
THENCE N89°51'16"W, 177.51 FEET;  
THENCE NORTH, 68.50 FEET;  
THENCE N89°51'16"W, 20.58 FEET;  
THENCE NORTH, 64.50 FEET;  
THENCE S89°51'16"E, 20.58 FEET;  
THENCE NORTH, 120.00 FEET TO THE SOUTH LINE OF 300 SOUTH STREET;  
THENCE S89°51'16"E, 158.15 FEET ALONG SAID SOUTH LINE TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A 20.00 FOOT RADIUS;  
THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE WEST LINE OF 1200 EAST STREET;  
THENCE S00°08'44"W, 233.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINING 1.061 ACRES.

**LA PALOMA CONDOMINIUMS - PHASE II**

ALL THAT PORTION OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, ALSO LYING WITHIN BLOCK 13, PLAT "E", ST. GEORGE CITY SURVEY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29;  
THENCE N 00°43'13" W, 2243.82 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 29 TO THE POINT OF BEGINNING;  
THENCE N 00°43'13" W ALONG SAID SECTION LINE, 253.03 FEET TO THE SOUTH LINE OF 300 SOUTH STREET;  
THENCE S 89°51'16" E, 166.29 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF "LA PALOMA CONDOMINIUMS - PHASE I";  
THENCE THE FOLLOWING (5) COURSES AND DISTANCES ALONG SAID WEST LINE,  
SOUTH, 120.00 FEET;  
N 89°51'16" W, 20.58 FEET;  
SOUTH, 64.50 FEET;  
S 89°51'16" E, 20.58 FEET;  
SOUTH, 68.50 FEET;  
THENCE N 89°51'16" W, 163.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.928 ACRES

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EXHIBIT "B"

LA PALOMA CONDOMINIUMS - PHASE III

BOUNDARY DESCRIPTION

ALL THAT PORTION OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, ALSO LYING WITHIN BLOCK 13, PLAT "E", ST. GEORGE CITY SURVEY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29;  
THENCE N 00°43'13" W, 2212.83 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 29 TO THE POINT OF BEGINNING;

THENCE N 89°51'16" W, 273.85 FEET;  
THENCE N 00°08'44" E, 305.68 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (A RADIAL LINE WHICH BEARS N 86°21'00" E);  
THENCE SOUTHEASTERLY, 114.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131°12'16" TO A 35.36 FOOT RADIUS REVERSE CURVE CONCAVE SOUTHEASTERLY;  
THENCE NORTHEASTERLY, 27.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" TO A POINT OF TANGENCY;  
THENCE S 89°51'16" E, 159.31 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE CENTER SECTION LINE OF SECTION 29, SAID LINE ALSO BEING THE WEST BOUNDARY LINE OF "LA PALOMA CONDOMINIUMS PHASE II";  
THENCE S 00°43'13" E, 284.02 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 1.737 ACRES.

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