

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS OF
HARRISBURG LAKESIDE ESTATES, NO. 1 AND NO. 2**

This Third Amendment to the Declaration of Covenants, Conditions & Restrictions of Harrisburg Lakeside Estates, No. 1 Subdivision shall also apply to the Harrisburg Lakeside Estates No. 2 Subdivision, No. previously executed May 19, 1988, recorded May 20, 1988, as Entry No. 332842, Book 487, Pages 675 to 716 of Official Washington County Records, which was amended by First Amendment to Declaration of Covenants, Conditions & Restrictions of Harrisburg Lakeside Estates No. 1 Subdivision, dated December 9, 1989, which was further amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions of Harrisburg Lakeside Estates No. 1 Subdivision, recorded September 4, 1990, as Entry No. 370763, Book 572, Page 511 et seq., as further supplemented by Supplemental Declaration of Harrisburg Lakeside Estates No. 2 Subdivision, recorded April 19, 1994, as Entry No. 464254, Book 812, Page 20, et seq., is hereby made jointly by the Successor Declarant, Harrisburg Resort Limited Partnership, a Utah limited partnership, by and through its general partner, Harrisburg Resort, Inc., and by the Harrisburg Estates Owners Association, a Utah non-profit corporation, pursuant to Consents of over 2/3 of the Lot Owners obtained from its owners. The property affected by this Third Amendment is the following described property located in Washington County, State of Utah (see Exhibit A hereto). The following amendments shall apply to the above-described property

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and project:

1. Section 22 of the original Declaration (found on page 4 thereof) is hereby eliminated.
2. Section 23 is hereby eliminated and in its place and stead a new Section 23 shall be stated as follows:

"Single Family" shall mean a maximum occupancy per unit of two (2) persons per bedroom. For example, if a lot was occupied by a recreational vehicle, a manufactured home, or a custom stick-built home, and there was one bedroom in the unit, a total of two (2) people would be allowed to live in the unit on a permanent basis. If the lot is occupied by a unit containing two (2) bedrooms, a total of four (4) people would be allowed to live in the unit on a permanent basis.

3. Section 25 shall be eliminated, and in its place and stead the following shall be inserted:

"Travel Trailers" shall mean motor homes, tent-type folding trailers and such other types of recreational or camping vehicles as may be designated as travel trailers by the Board. Stick-built recreational homes and park-model recreational vehicles are specifically allowed and encouraged, and shall be permanently affixed and skirted. All travel trailers shall be no more than ten (10) years old at the time of their first use on the lot. If a travel trailer is less than ten years old and in a questionable condition, the Architectural Control Committee shall have the right to approve the allowance of such travel trailer into the Harrisburg Estates. Exceptions to this may be granted by the Architectural Control Committee upon a showing that the travel trailer is in a good and sitely condition, which determination shall be made at the sole discretion of said Committee. A decision by the Architectural Control Committee shall be subject to appeal to the Board of Directors in accordance with Article XIII, "Appeal Procedure."

4. Article V, Section 1(a) shall be eliminated, and in its place and stead a new Article V, Section 1(a) shall be inserted as follows:

All lots shall be developed and maintained to create a community for the leisure-time resident. Recreational vehicles, recreational park models, and custom-built recreation homes (not to exceed 900 square feet of interior living space) (generically referred to as travel trailers) are allowed in the project. No gainful occupation, profession, trade or other non-residential use shall be conducted on the property, except on designated commercial lots intended to provide goods and/or services to the benefit of owners. Declarant reserves unto itself, the right to change any platted lot or lots owned by Declarant from their existing classification as RV lot(s) to commercial lot(s) by filing a Supplemental Declaration so indicating. Owners may lease their lots to others, but any such use shall be limited to the occupancy restriction as defined under the term "single family." Lots owned by Declarant may be used for sales or construction offices for the purpose of enabling Declarant to sell lots within the property, until such time as all lots owned by the Declarant have been sold, including any expansions to the project. Only one travel trailer and two transportation vehicles shall be parked or maintained on a lot except that one additional travel trailer may be parked on a lot for a maximum of two days for purpose of loading and unloading. No travel trailer shall be parked or located on the common area, limited common area, or clubhouse common area, or on any public roads or streets within the property. No cars, motorcycles or other motor vehicles shall be parked or located in the common areas, limited common area and clubhouse common area, or any roads or streets within the property, except in designated parking spaces or parking areas.

All travel trailers over ten (10) years old, and all park models and stick-built custom recreation homes shall be subject to Architectural Control as set forth in the Declaration as amended.

5. Article V, Section 1(b) shall be eliminated, and in its place and stead a new Article V, Section 1(b) shall be inserted as follows:

Registration of Guests and Control of Children. All guests must register with the Manager. Children must be supervised at all times by their parent or guardian and must not play or loiter in and around the streets, the Community Center, park areas, or engage in any activity which constitutes an annoyance to other owners. Use of the common facilities by children shall be at the time

periods as posted by management. The rules and regulations may provide for the payment of guest fees under such conditions as the Board deems reasonable.

6. The following shall be added to ARTICLE V, Section 4(d)

Utility Service:

No propane or other gas storage shall be allowed on lots except as are installed by a licensed distributor, and installed to meet applicable state and local codes for the installation of gas service. They must be installed near the rear or back of the lot and hidden as much as possible from view.

6. Article XI, Section 3 is hereby eliminated.

7. The section denominated under Article XIV, Section 4, shall be eliminated, and in its place and stead, the following shall be added, as follows:

SECTION 1. DISPUTE RESOLUTION AND ENFORCEMENT. In addition to the procedures for appeal found in ARTICLE XIII and the procedures inherent in ARTICLE X, NOTICE OF VIOLATION, it is the intention of this Covenant that disputes wherever possible shall be resolved through hearing and decision of the Board of Directors (unless otherwise specifically dealt with elsewhere in this Covenant). Accordingly, in the event that there shall be any dispute affecting or revolving around enforcement of the Declaration as Amended prior to taking any legal action, the complaining party shall file a complaint with the Board of Directors of the Association. In connection with filing such complaint, the complaint shall be hand-delivered to the party to whom the complaint is directed and signed for, or mailed by certified mail, return-receipt requested to their last-known address. Upon receipt of a complaint, the Board of Directors shall also notify the person against whom the complaint is made, and invite all affected parties to a hearing before the Board at the next available meeting (provided that at least ten (10) days notice can be given, posted or hand delivered at least ten (10) days prior to the date of the meeting). At the meeting the particular dispute shall be brought before the Board, and the Board shall make a decision. In the event that the parties (or either of them) are not satisfied with the decision of the Board, the same may be appealed to an Arbitrator selected by the Board from a panel recommended by the American Arbitration

STATE OF UTAH

COUNTY OF WASHINGTON

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On the 11th day of July, 1997, personally appeared before me L. Wayne Horrocks, President of Harrisburg Estates Owners Association, the signer of the foregoing document, who acknowledged to me that he executed the same pursuant to authority of the Board of Directors of Harrisburg Estates Owners Association.



Donna Lee Hunter
Notary Public