

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LEISURE TIME ESTATES
PHASE I,
A RESIDENTIAL PLANNED UNIT DEVELOPMENT

This instruments amends that certain Declaration of Covenants, Conditions and Restrictions of Leisure Time Estates Phase I, a Residential Planned Unit Development (hereinafter, "the Declaration") executed on the 21st day of October, 1996, by L & D Development Inc., a Utah Corporation and recorded in Book 1046 Pages 306 through 332, on the 24th day of October, 1996 in the Records of the Recorder of Washington County, State of Utah.

Exercising the power to amend, pursuant to Article XIII of the Declaration, the Declarant hereby amends and deletes certain provisions of the Declaration. Existing provisions of the Declaration are set forth herein below in part. Those provisions to be amended or deleted are shown in ~~strikeout~~ text and additions are shown in **bold italic** text as follows:

ARTICLE II
PROPERTY RIGHTS

Section 3. Title to the Common Area. The Declarant covenants that it will convey fee simple title, subject to consent from lien holders having a security interest therein, the Common Area to the Association at the time of or prior to *within a reasonable time after* the conveyance of the first Lot.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 6.

~~(a) Closing Assessment. As a separate individual assessment, at the closing of a purchase and sale transaction on any Lot there is assessed a closing assessment of One Hundred Dollars (\$100.00) which is due and payable by a Lot purchaser at the time of closing.~~

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments, including late penalty charges, not paid within thirty (30) days after the due date, thereof shall be delinquent *and shall incur a \$25.00 late fee and bear interest* from the due date at the rate of eighteen percent (18%) per annum (or such lower rate as the Trustees shall determine appropriate) until paid. The Association shall have the remedies provided in the subsections below if payment is not made when due.

ARTICLE VI
ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 2. Building Restrictions.

(a) Building Type and Size: All lots shall be used only for single family residential purposes, and no professional or commercial use shall be made of same, or any portion thereof, nor shall any resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident. The building, ~~or structure or recreational vehicle permanently affixed to a lot (Park Model)~~ permitted to be erected, placed or permitted to be located within the project shall be as follows:

(1) ~~On 37' x 80' Lots (or smaller) a single wide Manufactured Home, Park Model, or equivalent building or structure of not less than 800 Sq. Ft. shall be erected.~~ Upon application, the Architectural Control Committee may approve a Recreational Vehicle (RV) pad only, when the intended use is found to be on a temporary or seasonal basis and when the planned use is in the best interest of the project. The Committee may impose reasonable conditions in granting the application: *adjacent to the structure. In no case may this pad be used for permanent living and is designed to be for storage of the owner's or guest RV. The Architectural Control Committee may require an owner to remove an unsightly RV or if it is determined that it is not licensed, or is not capable of being used and transported in the way it was designed.*

(2) ~~On 39' x 80' Lots a single wide Manufactured Home, Park Model, or equivalent building or structure.~~ Upon application, the Architectural Control Committee may approve a Recreational Vehicle pad only, when the intended use is found to be on a temporary or seasonal basis and when the planned use is in the best interest of the project. The committee may impose reasonable conditions in granting the application. *On 55' x 100' Lots a building or structure, of not less than 900 Sq. Ft. is permitted. Recreational vehicle pads for parking may be permitted.*

(3) ~~On 55' x 100' Lots a Manufactured Home, or equivalent building or structure, however no Recreational Vehicle (including a Park Model) is permitted to be permanently affixed to a lot, nor shall recreational vehicle pads, (except for parking) be permitted.~~ *On 62' x 100' Lots a building or structure of not less than 1000 Sq. Ft. is permitted. Recreational vehicle pads for parking may be permitted.*

(4) ~~On 62' x 100' Lots a Manufactured Home, or equivalent building or structure, however no Recreation Vehicle (including a Park Model) is permitted to be permanently affixed to a lot, nor shall recreational vehicle pads (except for parking) be permitted.~~ *On 68' x 100' Lots a building or structure of not less than 1000 Sq. Ft. is permitted. Recreational vehicle pads for parking may be permitted.*

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~~(5) On 68' x 100' Lots a Manufactured Home, or equivalent building or structure, however no Recreational Vehicle (including a Park Model) is permitted to be permanently affixed to a lot, nor shall recreational vehicle pads (except for parking) be permitted.~~

(b) Building Locations: All buildings shall be located on all lots so as not to be in violation of Hurricane City ordinances with respect to minimum setbacks and the following additional requirements:

- (1) Twenty feet (20') Front Setback.
- (2) Ten Feet (10') Rear Setback.
- (3) Fifteen feet (15') Side Setback measured between permanent structures from one continuous lot to another (for example 10' on one lot and 5' on the adjoining lot between permanent structures.
- (4) *On lots that are 37' x 80' a side setback of ten (10) feet is required.*

(d) Front Yard Lights Required: A post light is required ~~shall be permitted~~ within the front set back area of each lot prior to occupancy. The post light is to be provided and maintained by the lot owner subject to placement and design approval by the Architectural Control Committee.

(f) Yard Fences: Yard fences shall be of two or three rail vinyl material, and shall substantially conform in style and construction of fences of the Project. They shall be whit and shall be approved by the Architectural Control Committee as to style, materials, color, height, and placement on the lot. Yard fences shall not exceed four ~~(4)~~ *five (5)* feet in height. *Privacy fence may be approved by the Architectural Control Committee.*

The remaining provisions of the Declaration shall continued in full force and effect without change.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document on this 19 day of May, 1998.

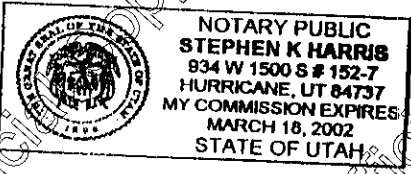
Declarant
L & D Development, Inc.

[Signature]
By: Lester E. Cannon, President

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STATE OF UTAH
COUNTY OF WASHINGTON } ss.

On the 17 day of May, 1998, before me Lester J. Cannon, signer of the within and foregoing instrument, who being by me duly sworn, did say that he is the President of L & D Development, Inc., a Utah Corporation and that said instrument was signed on behalf of said Utah Corporation in his authorized capacity.



[Signature]
Notary Public