

After Recording Mail to:  
Bruce C. Jenkins, Esq.  
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St. George, UT 84270

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
THE PARK AT GREEN VALLEY,  
A PLANNED UNIT DEVELOPMENT**

00608547 BK 1229 Pg 0892  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
1998 JUN 29 13:19 PM FEE \$18.00 BY DKR  
FOR: JENKINS BRUCE C

This Amendment was approved by at least two-thirds (2/3) of the quorum of the members of the Park at Green Valley Homeowners Association at a special meeting held on May 16, 1998, or the appropriate number of consents were obtained in writing within ninety (90) days from said meeting, all pursuant to Sections 3 and/or 4 of Article XII of the Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development.

This Amendment affects the real property located in Washington County, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein.

1. This Amendment (i) **amends** that certain Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development, recorded on the records of the Washington County Recorder on January 10, 1980, as Entry No. 212621 at Book 265 in Pages 535-561; and (ii) **supersedes** the Amendment to Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development, recorded on the records of the Washington County Recorder on January 7, 1991, as Entry No. 376864 in Book 586 at Pages 310-312.

2. Amendment to Article IV, Section 4(a) of the Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development:

a. Article IV, Section 4(a) of said Declaration presently provides as follows:

the right of the Association to suspend a member's right to the use of any amenities included in the Common Areas for any period during which an assessment on such member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

b. it is deemed in the best interest of the Association to amend the above-quoted Section in said Declaration as follows:

the right of the Association, to be exercised by the Board of Trustees, to suspend a member's right to the use of any amenities included in the Common Areas for any period during which an assessment on such

member's lot remains unpaid and/or such suspension to remain in effect after the delinquent assessment(s) is cured in full for a period not exceeding ninety (90) days for the infraction by such member of all other provisions of this Declaration or of any rule or regulation promulgated by the Association.

3. Amendment to Article V, Section 9 of the Declaration of Covenants, Conditions, and Restrictions Which Was Amended on January 7, 1991, by the certain Amendment to Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development, and as Amended in said Amendment presently provides as follows:

Effect of Non-payment – 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 foreclosure 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.

It is deemed to be in the best interest of the Association to amend the above-quoted Section as follows:

Effect of Non-payment – 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 on or before the due date, as established by resolution of the Board of Trustees, the Board of

Trustees shall assess a late fee, the late fee not to exceed fifty percent (50%) of the monthly payment, on each delinquent amount due plus the delinquent assessment shall bear interest at the rate of eighteen percent (18%) per annum 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.

4. Amendment to Article VIII, Section 1.

a. Article VIII, Section 1 of the Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley, a Planned Unit Development presently provides as follows:

1. Architectural Control Committee. The Board of Trustees of the Association shall appoint a three-member Committee the function of which shall be to insure that all exterior of Living Units and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

b. It is deemed to be in the best interest of the Association to amend the above-quoted Section in the Declaration of Covenants, Conditions, and Restrictions as follows:

The Board of Trustees of the Association shall appoint at least a three-member Committee the function of which shall be to insure that all exterior of Living Units and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

CERTIFICATION

The undersigned hereby certifies that the above action was taken and approved pursuant to Article XII, Sections 3 and/or 4, of the Declaration of Covenants, Conditions, and Restrictions of the Park at Green Valley and that Elbert Curtis 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; and that this Amendment was accomplished at a special meeting (or by obtaining written consents within ninety (90) days of said special meeting) held on May 16, 1998.

IN WITNESS WHEREOF, the undersigned have, has, subscribed his, their names on the 28 day of June, 1998.

THE PARK AT GREEN VALLEY HOMEOWNERS ASSOCIATION



By: \_\_\_\_\_  
Its: President

*[Handwritten Signature]*

STATE OF UTAH )  
County of Washington )

On the 28 day of June, 1998, personally appeared before me Elbert Curtis, who being by me duly sworn, did say that he is the President of the Park at Green Valley Homeowners Association and that the within and foregoing instrument was signed on behalf of said Association by authority of a resolution of its Board of Trustees, and said Elbert Curtis duly acknowledged to me that said Association executed the same.

*[Handwritten Signature]*  
NOTARY PUBLIC  
Residing at: Zionsville

My Commission Expires:  
10-6-99

**EXHIBIT "A"**

00608547 Ek 1229 Pg 0896

Real property located in Washington County, Utah and more particularly described as follows:

All of Lots 1, 3, 5-22, 24-69, 71-80, 82-86, 88, 90, 92, 93, 95, 97, 100, 102, 104, 105, 107, 109, 112, 114, 116, 117, 119, 121, 124, 126, 128, 129, 131, 133, 135-156, 158, 160, and 162 of The Park at Green Valley, Phases 1 and 2, according to the second amended plat thereof on file with the Washington County Recorder as Entry # 212620.