

8/14  
Recorded at the request of:  
Bloomington Townhouse Association

00957626 Bk 1766 Pg 0892  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2005 JUL 14 09:17 AM FEE \$74.00 BY SW  
FOR: JENKINS & JENSEN

**Record against the Property  
described in Exhibit A**

After Recording mail to:  
Jenkins Jensen & Bayles, LLP  
Attn: Bruce C. Jenkins  
1240 East 100 South, Ste. 9  
St. George, UT 84790

**AMENDMENT TO THE AMENDED AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
BLOOMINGTON TOWNHOUSE ASSOCIATION  
(Rental Restrictions)**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Bloomington Townhouse Association (Rental Restrictions) (this "Amendment"), amends the following: (I) Declaration of Covenants, Conditions, and Restrictions of Bloomington Townhouse Association, dated October 17, 1970, and recorded February 25, 1971; as Entry No.143657, in Book 102, beginning at Page 167 (the "Declaration"); (ii) any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder. In the event of a conflict between the Declaration, the Bylaws or the Rules & Regulations for the Bloomington Townhouse Association, this Amendment shall control.

This Amendment is undertaken pursuant to Article X, Section 14, and was adopted by not less than sixty percent (60%) of the entire membership at a meeting of the members held on the \_\_\_\_\_ day of \_\_\_\_\_, 2005 and the written consents of not less than sixty percent (60%) have been obtained. Holders of first mortgage liens were sent a copy of the Amendment and advised of the date and time of said meeting.

Owners in the Bloomington Townhouse Association (the "Association") were therefore also given notice of the requirements under Utah Code Ann. Section 16-6a-707 for taking action without meetings. A true and correct copy of such notice is attached hereto and incorporated herein as Exhibit "B".

Even though a membership meeting was held to consider this Amendment, of which holders of first mortgage liens were notified, the adoption of this Amendment is governed by and evidenced by the written consents of the members.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date").

As used herein, "Board" shall mean and refer to the Board of Directors of Bloomington Townhouse Association.

The Declaration shall be amended as follows:

**Lease Restrictions.** Notwithstanding anything to the contrary contained in the Declaration, the leasing of any residence/Lot (hereinafter collectively referred to as a "Lot") within the Bloomington Country Club No. 3 Block 1 plat shall be governed by this Amendment.

(a) **PURPOSE AND PROHIBITION.** IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE BLOOMINGTON COUNTRY CLUB NO. 3 BLOCK 1 PROPERTIES, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE BLOOMINGTON COUNTRY CLUB NO. 3 BLOCK 1 PROPERTIES, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE, NO OWNER SHALL BE ABLE TO LEASE HIS HER OR ITS LOT, OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED BELOW. THE INTENT OF THIS AMENDMENT IS TO PROVIDE THAT AT SOME TIME AFTER THE AMENDMENT DATE THERE WILL ULTIMATELY BE NO LOTS THAT ARE NOT OWNER-OCCUPIED AND THAT ALL LEASING OF LOTS WITHIN THE BLOOMINGTON COUNTRY CLUB NO. 3 BLOCK 1 PLAT WILL ULTIMATELY BE ELIMINATED; SUBJECT TO THE RIGHT OF AN OWNER TO OBTAIN A HARDSHIP EXEMPTION.

(b) **APPLICATION FOR GRANDFATHERING.** Within forty-five (45) calendar days of the Amendment Date, each Owner who was leasing his Lot on the Amendment date and who desires to continue to lease his Lot, must complete and execute the form attached hereto as Exhibit C (the "Notice of Intent to Continue Leasing"). An Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Board shall lose the right to lease the Owner's Lot, which loss of the right to lease shall be effective as of the time the current lessees of the Owner's Lot vacate the premises.

(c) **GRANDFATHERING.** Any Owner who timely returns to the Board a complete and accurate Notice of Intent to Continue Leasing, shall have the right to continue to Lease such Lot until the earlier of the following:

- (i) The Lot becomes Owner-Occupied (as defined below),
- (ii) The Lot is sold, or

For purposes hereof, a Lot shall be deemed "Owner-Occupied" if

- (i) The Owner or any member of his immediate or extended family occupies the Lot for a period of seven days or more in any ten consecutive day period;
- (ii) The Owner is a corporation, limited partnership, limited liability company, general partnership, trust or other entity and such entity designates in writing to the Board the primary resident of the Lot which must be an officer, manager, member or partner. Such entities may not utilize the Lot in any form of fractionalized use.

(d) **EXTENSION OF GRANDFATHERING DURING VACANCY.** An Owner in compliance with this Amendment may continue to lease the owner's Lot even if the lessees change or the Lot remains unoccupied in between lease terms, provided the Lot does not become Owner-Occupied at any time after the Amendment Date. An Owner must comply with all the covenants and conditions of this Amendment to be able to Lease the owner's Lot

(e) **INHERITANCE AND GRANDFATHERING.** A Lot which is being Leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be Leased until the heirs sell the Lot or it becomes Owner-Occupied. Subject to subsection (f) below, the purchaser shall not have the right to lease the lot.

(f) **SALE OF GRANDFATHERED LOT.** Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.

(g) **TERMS OF LEASE.** Any agreement for the leasing or rental of a Lot (both above and hereafter referred to as a "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration, this Amendment, the Articles, the Bylaws, the Rules & Regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to Lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against his lessee.

(h) NOTIFICATION OF LEASE. Immediately upon entering into a Lease, an Owner shall furnish the Board with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, and (iii) any change in the address or telephone number of the Lot Owner. As soon as practicable after receiving such notification that an Owner has entered into a Lease, the Owners shall, and the Board may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents shall be binding on the lessee whether or not the owner and the Board delivers the Governing Documents to the lessee.) Failure by an Owner to provide the information in this subparagraph (h) shall be deemed a default hereunder by such Owner. In the event of a default under this subparagraph (h), the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the Owner in violation and terminate all further rights of the Owner to Lease the Lot.

(i) NO TRANSIENT LODGING. No Lot shall be Leased for hotel or transient purposes. A Lease for a period of less than six (6) months shall be deemed to be for transient purposes. No Owner or lessee shall lease less than his entire Lot. Any Lease of a Lot shall be in writing and shall include an acknowledgment by the lessee of the applicability of all the Governing Documents. Copies of all Leases shall be provided to the Board for its records, as set forth above. Thereafter, the Owner shall have no right to lease the Lot.

(j) HARDSHIP If, at any time after the Amendment Date, an Owner believes that a hardship is being endured (the "Hardship") pursuant to which such Owner needs to Lease the Owner's Lot, the Owner may apply to the Board for a Hardship exemption from the leasing restrictions contained in this Amendment. If an Owner decides to apply for a Hardship exemption, such Owner must take the following steps:

(i) Application. The Owner must submit a request in writing to the Board requesting a Hardship exemption setting forth in detail the reasons why such Owner should be entitled to same.

(ii) Approved Exemptions. The following four Hardship exemptions shall be deemed expressly approved for up to a maximum of one (1) year, with the opportunity to obtain not more than two (2) one year extensions upon application to and approval from the Board, provided the Owner provides proof of engagement in one or more of the following for each application or extension:

1. Religious service;
2. Government service;
3. Civic/Humanitarian service; and
4. The Owner is a mortgagee who has taken the Lot back through foreclosure or otherwise.

(iii) Conditional Exemptions. In addition to the foregoing exemptions set forth in subsection (ii) above, if based on the information supplied to the Board by the Owner, the Board finds, in its sole discretion, that a reasonable Hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.

(iv) Hardship Factors. The types of Hardships that the Board may consider under subsection (iii) above, shall include, but not be limited to, Hardships for a death in the family, transfers for jobs, or one or more significant medical treatments for an Owner or an immediate family member of the Owner (such as a spouse or child) or for a person who resided with the Owner in the Owner's unit, that requires the Owner to be away from the Owner's unit during the medical treatment. The Board, in its sole discretions, may determine if a Hardship exemption shall be granted.

(v) Application for Extension of Exemptions. In the event an Owner has been granted a Hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such Hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such Hardship exemption shall be granted. However, in no event shall the Hardship be extended beyond a period of four (4) years.

(vi) Limit of Exemptions. In no event shall more than two (2) Hardship exemptions, not including extensions, be given to an Owner.

(vii) Leasing During Exemption. Any Lease entered into under this Subsection (j) shall be in writing and for a period of no less than thirty (30) days, and no more than one (1) year. The Lease will be subject to and must comply with all other requirements of this Amendment.

(k) ASSOCIATION RIGHT TO LEASE. The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Amendment.

(l) COMPLIANCE WITH GOVERNING DOCUMENTS AND DEFAULT. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the

lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases his Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, institute proceedings in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorneys fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

(m) POWER OF ATTORNEY. Each Owner, or the Board, if the owner fails to take legal action, may appoint the Association as its limited power of attorney for the purposes of filing and prosecuting any proceeding in Unlawful Detainer/Eviction that the Association elects to commence pursuant to the terms of this Amendment.

(n) NOTICE. Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail, postage pre-paid, to the last address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address and any change in address.

IN WITNESS WHEREOF, on the 6<sup>th</sup> day of June, 2005, the President of the Association hereby represents that attached to this Amendment are the signed consents of not less than sixty percent (60%) of all the Owners.

BLOOMINGTON TOWNHOUSE ASSOCIATION, a  
Utah nonprofit corporation

By:  
Its: President

Witnessed:

David J. Hedges  
Secretary, Bloomington Townhouse Association

STATE OF UTAH, )  
: ss.  
County of Washington. )

On the 6<sup>th</sup> day of June, 2005, personally appeared before me Shirl Johnson, who being by me duly sworn, did say that he/she is the President of the Bloomington Townhouse Association and the authorized individual empowered to sign this Amendment, that the Amendment was signed on behalf of the Association and that Johnson acknowledged to me that the Bloomington Townhouse Association authorized execution of the same.



Jennifer Racker  
Notary Public

## EXHIBIT A

This Amendment to the Declaration of Covenants, Conditions and Restrictions of effects the following real property, all located in Washington County, State of Utah:

All of Lots 914, 916, 918, 922, 924, 928, 930, 932, 934, 938, 940, 942, 944, 946, 950, 952, 956, 958, 960, 962, 964, 966, 968, 976, 978, 982, 984, 988, 990, 992, 994, 996, 998, 1002, 1004, 1006, 1008, 1010, 1012, 1014, 1016, 1118, 1020, 1022, 1024, 1026, 1028, 3371, 3373, 3375, 3377, 3381, 3383, 3385, 3387, 3401, 3403, 3405, 3407 of the Bloomington Country Club No. 3 Block 1 according to the official plat thereof, on file in the record of the Washington County Recorder, State of Utah.

## EXHIBIT B

**LEGAL NOTICE  
FOR TAKING WRITTEN CONSENTS  
WITHOUT A MEETING TO APPROVE THAT CERTAIN  
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BLOOMINGTON TOWNHOMES ASSOCIATION  
(Leasing Restrictions)**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bloomington Townhouse Association (the "Amended and Restated Declaration") requires the taking of written consents of at least sixty percent (60%) of all members to amend the Declaration and to adopt the Amendment to the Declaration of Covenants, Conditions and Restrictions of Bloomington Townhouse Association relating to restrictions on leasing (the "Amendment").

Utah Code Ann. Section 16-6a-707 allows for the taking of written consents without a meeting of the members, provided the following are met:

1. The consents are signed by the number of members required to take the action if a meeting were held; in this instance sixty percent (60%) of the members.
2. Unless 100% of the members sign a written consent, sixty (60%) of the written consents must be obtained within a sixty (60) day period commencing on the date the first consent is executed.
3. The effective date of the Amendment will be the date the Amendment is recorded in the records of the Washington County Recorder.
4. Consents once given may only be revoked in a writing signed by the member(s) that references the Amendment, that states the member's prior written consent is revoked; and that is received by the Association prior to the expiration of the sixty (60) day period.

You are hereby given notice that if at least sixty percent of the members consent in writing to the Amendment within the sixty (60) day period, that the Bloomington Townhomes Owners Association, through its Board, will immediately cause the Amendment to be recorded in the records of the Washington County Recorder.

A copy of the Amendment and Consent form are attached hereto and you have hereby been given notice that the enclosed Amendment has been provided to you more than ten (10) days in advance of the proposed effective date of the Amendment.

A copy of this Legal Notice has been attached as Exhibit B to the Amendment.

## EXHIBIT C

NOTICE OF INTENT TO CONTINUE LEASING  
(Bloomington Hills Townhouse Association)

TO ALL OWNERS:

DATE: \_\_\_\_\_

That certain Amendment to the Declaration of Covenants, Conditions, and Restrictions of Bloomington Townhouse (Rental Restrictions) (the "Amendment") has been adopted the membership of Bloomington Townhouse Owners Association. Among other matters the Amendment prohibits leasing of Dwelling Units, subject to hardship exemptions and grandfathering Dwelling Units leased at the time the Amendment was approved and recorded in the records of the Washington County Recorder.

**For those Owners seeking grandfathered status for the Dwelling Unit(s) owned by them which were leased at the time the Amendment was adopted you must return this completed form within forty-five (45) from the date of this NOTICE in the attached self-addressed envelope to Paul Properties, 1224 S. River Road, Suite 205 or P.O. Box 910298, St. George, UT 84791. If you fail to do so, your right to lease your Dwelling Unit(s) will lapse and terminate.**

## REGISTRATION INFORMATION

## 1. Names of Lessees

a. \_\_\_\_\_  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

## 2. Telephone numbers of Lessee

a. Home: \_\_\_\_\_  
 b. Work: \_\_\_\_\_  
 c. Mobile: \_\_\_\_\_

## 3. Telephone numbers of Owner

a. Home: \_\_\_\_\_  
 b. Work: \_\_\_\_\_  
 c. Mobile: \_\_\_\_\_

## 4. Current address of Owner

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Copy of Lease: a true and correct copy of the lease, with the rate deleted at the owners discretion, must be attached. Each time there is a new Lessee, Owner must provide a new copy of the Lease.

**I/We the Owners Lot(s) \_\_\_\_\_ hereby verify that the above information is true, accurate and complete.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

## CONSENT

00957626 Bk 1766 Pg 0902

I/We being the Owner(s) of Lot 916 in the Bloomington Townhouse Association hereby  
[ ] DO [✓] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 22<sup>nd</sup> day of May, 2005.

Mel M Taylor

MAY 09 2005 2:32 PM FR NATE WADE 1801 355 4156 TO 14356280149 P.02  
May 09 05 12:57

## CONSENT

I/We being the Owner(s) of Lot 912 in the Bloomington Townhouse Association hereby  
DO I DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of MAY, 2005.

Nate Wade  
Wade Family LTD

CONSENT

I/We being the Owner(s) of Lot 992 in the Bloomington Townhouse Association hereby  
 DO I DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of May, 2005.

Reva D. Taylor

May 16 2005 9:46AM Larry H Miller Chevrolet 901-264-3053

p. 1

CONSENT

I/We being the Owner(s) of Lot 994 in the Bloomington Townhouse Association hereby  
 DO I DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 15 day of May, 2005.

Reva D. Taylor

*Mick McGrath*

435-628-0149

CONSENT

I/We being the Owner(s) of Lot 924 in the Bloomington Townhouse Association hereby  
DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of MAY, 2005.

Janet H. Farrell  
Dawn Farrell

CONSENT

I/We being the Owner(s) of Lot 928 in the Bloomington Townhouse Association hereby  
DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9<sup>th</sup> day of May, 2005.

Sarlene MacFarlane

CONSENT

I/We being the Owner(s) of Lot 930 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 26<sup>th</sup> day of May, 2005.

R. Wolfe

WOLFE

CONSENT

I/We being the Owner(s) of Lot 932 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of May, 2005.

Bryan T. Jodson

## CONSENT

I/We being the Owner(s) of Lot 938 in the Bloomington Townhouse Association hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 8 day of May, 2005.

J. Dea Hudec

## CONSENT

I/We being the Owner(s) of Lot 938 in the Bloomington Townhouse Association hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

**received**  
 5-21-05  
 RN-

23rd  
 DATED this 23rd day of May, 2005.

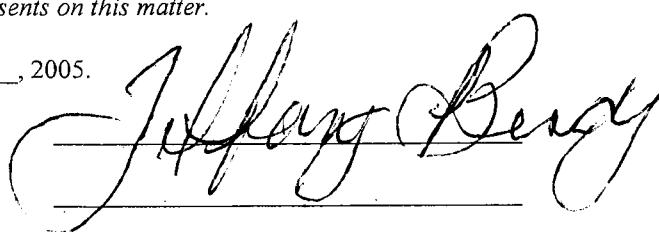
Lennie Jerritt

CONSENT

I/We being the Owner(s) of Lot 944 in the Bloomington Townhouse Association hereby  
DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 26 day of May, 2005.

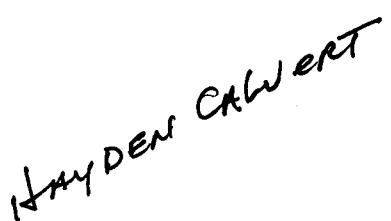


CONSENT

I/We being the Owner(s) of Lot 946 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 23<sup>rd</sup> day of May, 2005.



CONSENT

I/We being the Owner(s) of Lot 952 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 24<sup>th</sup> day of MAY, 2005.

BRButcher

CONSENT

I/We being the Owner(s) of Lot 956 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 12 day of May, 2005.

Joseph T. Edmunds  
Ruth J. Edmunds

CONSENT

I/We being the Owner(s) of Lot 958 in the Bloomington Townhouse Association hereby  
[] DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 27<sup>th</sup> day of May, 2005.

K. C. Randall  
\_\_\_\_\_  
K. C. Randall

CONSENT

I/We being the Owner(s) of Lot A-10 in the Bloomington Townhouse Association hereby  
[] DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 26<sup>th</sup> day of May, 2005.

Rita M. Ballif

CONSENT

00957626 Bk 1766 Pg 0910

I/We being the Owner(s) of Lot 962 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 22 day of MAY, 2005.

Robert Williams

*Robert Williams*

CONSENT

I/We being the Owner(s) of Lot 964 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 13<sup>th</sup> day of MAY, 2005.

David Higley  
Judy Higley

FROM :JOAN-HAL

FAX NO. :435-688-2374

May. 20 2005 08:15AM P1

May 16 05 09:47

TLR For B.M Plant Only

123

p.2

00957626 Bk 1766 Pg 0911

CONSENT

I/We being the Owner(s) of Lot 976 in the Bloomington Townhouse Association hereby  
I DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 19<sup>th</sup> day of MAY 2005.

Joan M. Smith

982 CONSENT

I/We being the Owner(s) of Lot 982 in the Bloomington Townhouse Association hereby  
 DO I DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 24<sup>th</sup> day of JUNE, 2005.

Harry B. Bernick, MD  
Bethune Day Bernick

CONSENT

I/We being the Owner(s) of Lot 988 in the Bloomington Townhouse Association hereby  
[  DO ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of May, 2005.

Sidney C. Williams

CONSENT

I/We being the Owner(s) of Lot 990 in the Bloomington Townhouse Association hereby  
[  DO ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 26<sup>th</sup> day of May, 2005.

John G. Jr.

CONSENT

I/We being the Owner(s) of Lot 916 in the Bloomington Townhouse Association hereby  
[ ] DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 23 day of May, 2005.

  
Ronald W. Ward

CONSENT

I/We being the Owner(s) of Lot 998 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of May, 2005.

  
Carole Reinbold

May 09 05 12:48

TLA For B.M Plant Only

123

p.2

00957626 Bk 1766 Pg 0914

## CONSENT

I/We being the Owner(s) of Lot 1001 in the Bloomington Townhouse Association hereby  
 DO I  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supersedes any prior Consents on this matter.*

DATED this 9<sup>th</sup> day of May, 2005.

Pat Richardson  
Brent Bass

*or by phone Marv Hendrickson*

May 16 2005 9:46AM Larry H Miller Chevrolet 801-264-3053

P.2

## CONSENT

I/We being the Owner(s) of Lot 1004 in the Bloomington Townhouse Association hereby  
 DO I  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).

*This Consent supersedes any prior Consents on this matter.*

DATED this 15 day of May, 2005.

Penney McHale

CONSENT

I/We being the Owner(s) of Lot 1006 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of May, 2005.

Shel Johnson

CONSENT

I/We being the Owner(s) of Lot 1008 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 10 day of May, 2005.

Margie Blackburn

CONSENT

I/We being the Owner(s) of Lot 1610 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 23 day of May, 2005.

Richard W. Wells

CONSENT

I/We being the Owner(s) of Lot 1012 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of May, 2005.

Jackie White

*Jackie White*

## CONSENT

00957626 Bk 1766 Pg 0917

I/We being the Owner(s) of Lot 1014 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of May, 2005.



## CONSENT

I/We being the Owner(s) of Lot 1016 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 13th day of May, 2005.



May 11 05 05:35p  
May 09 05 10:29

Doctor  
TLA For B.M Plant Only

208-529-7085  
123

P.2  
P.2

00957626 Bk 1766 Pg 0918

CONSENT

We being the Owner(s) of Lot 1020 in the Bloomington Townhouse Association hereby  
I DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent**  
**Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of May, 2005.

Jeffrey L. Teal  
Jeffrey L. Teal

05/10/2005 18:19 801-373-1150  
May 10 05 18:47

EDWARD TEAL  
TLA For B.M Plant Only 123

PAGE 81

P.2

CONSENT

We being the Owner(s) of Lot 1024 in the Bloomington Townhouse Association hereby  
I DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent**  
**Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 10 day of MAY, 2005.

Paul Edward Teal

## CONSENT

I/We being the Owner(s) of Lot 1026 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 23 day of MAY, 2005.

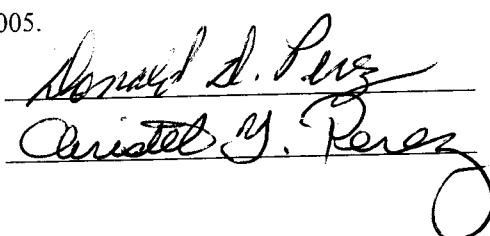


## CONSENT

I/We being the Owner(s) of Lot 1028 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of MAY, 2005.



CONSENT

I/We being the Owner(s) of Lot 3371 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 10 day of May, 2005.

Dora L. Knight

CONSENT

I/We being the Owner(s) of Lot 3373 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Perry

Tony Rudman

CONSENT

00957626 Bk 1766 Pg 0921

I/We being the Owner(s) of Lot 3375 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 11<sup>th</sup> day of May, 2005.

Fred L. Shaffer  
Joann D. Shaffer

CONSENT

I/We being the Owner(s) of Lot 3377 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 28<sup>th</sup> day of May, 2005.

D. Lewis  
Trustee

## CONSENT

00957626 Bk 1766 Pg 0922

I/We being the Owner(s) of Lot 3381 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 17<sup>th</sup> day of May, 2005.



WED/MAY/11/2005 11:50 AM

FAX No. 8012621391

P. 002

May 10 05 03:34p

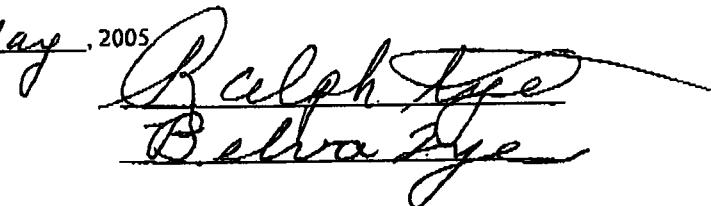
P. 4

## CONSENT

I/We being the Owner(s) of Lot 3383 in the Bloomington Townhouse Association hereby  
 DO [ ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of May, 2005.



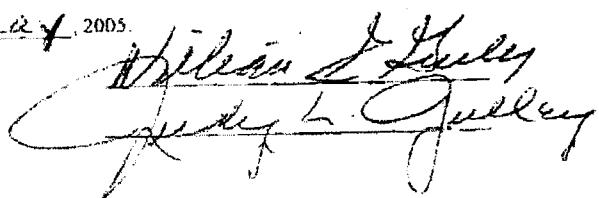
00957626 Bk 1766 Pg 0923

## CONSENT

I/We being the Owner(s) of Lot 3305 in the Bloomington Townhouse Association hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 9th day of May, 2005.



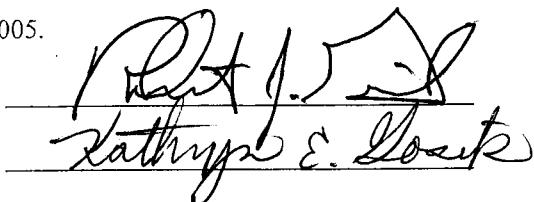
## CONSENT

Unit 3403

I/We being the Owner(s) of Lot 3403 in the Bloomington Townhouse Association hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
 of the Washington County Recorder of that certain AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
 Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 24th day of May, 2005.



## CONSENT

00957626 Bk 1766 Pg 0924

I/We being the Owner(s) of Lot 3405 in the Bloomington Townhouse Association hereby  
[  ] DO [  ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of May, 2005.

Angeline de Collins

~~3407~~ CONSENT

~~3407 Chapparral~~  
~~St George Ct~~

I/We being the Owner(s) of Lot 3407 in the Bloomington Townhouse Association hereby  
[  ] DO [  ] DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the recording in the records  
of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR BLOOMINGTON TOWNHOUSE ASSOCIATION (Rent  
Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 24 day of May, 2005.

John Gray

GRASER