

00995416 Bk 1831 Ps 0848
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2006 JAN 04 16:37 PM FEE \$19.00 BY SW
FOR: SNOW JENSEN & REECE

Recorded at the Request of:
Sports Village Condominium Owners Association
c/o Matthew J. Ence
Snow Jensen & Reece
134 North 200 East, Suite 302
St. George, UT 84770

**SECOND AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
SPORTS VILLAGE CONDOMINIUMS
Phases I - IV**

Pursuant to the authority granted to it in Section 25 of the DECLARATION OF CONDOMINIUM OF SPORTS VILLAGE CONDOMINIUMS recorded in the Office of the Recorder for Washington County, Utah, on September 17, 1981, as Entry Number 231254, in Book 296, at Pages 240-302, as amended by the NOTICE OF AMENDMENT recorded on February 3, 1992, as Entry Number 399019, in Book 640, Pages ___ - ___ (together hereinafter the "Declaration"), the Sports Village Condominium Owners Association (hereinafter "Association") elects to further amend said Declaration with this instrument (hereinafter "Second Amendment") by revising the sections of the Declaration as set forth specifically herein below.

ARTICLE I

With this Second Amendment, notice is hereby given and recorded that a meeting of the members of the Association was noticed and called for the purpose of considering amendments to the Declaration.

The meeting was held on October 30, 2004, at the Hampton Inn at 53 North River Road, St. George, Utah 84770, at 9:00 a.m. The President of the Association, Beth Nichols, conducted the meeting. A quorum was ruled to be present, either in person or by proxy, and this Second Amendment was considered and voted on.

This Second Amendment passed with an affirmative vote in excess of the 2/3 majority of members present required by Section 25 of the Declaration, which vote the President and Secretary of the Association certify with their execution of this document below.

ARTICLE II

Modifications and additions in each of the sections from the Declaration set forth below are identified with underlining. Deletions are identified with strikethrough. Where no change is indicated the full text of said section is set forth in the Declaration.

ARTICLE III

To Section 2 of the Declaration is hereby added the following paragraph (y):

(y) “Timeshare” as used herein shall mean and refer to a unit the ownership or use of which is as follows:

(1) A unit the ownership of which is held in “time period unit(s).” being an annually recurring part or parts of a year as a period for which the unit is separately owned;

(2) A unit in which “timeshare interest(s)” have been granted, being the right to occupy the unit during three or more separate time periods over a period of at least three years, including renewal options, whether or not coupled with an estate in land;

(3) A unit in which “timeshare estate(s)” have been granted, being a small undivided fractional fee interest in real property by which the purchaser does not receive any right to use accommodations except as provided by contract or other instrument defining a legal right; or

(4) Any other arrangement in which the right to occupy a unit during a given calendar year is based on the payment of a membership fee or purchase of a membership interest in a common entity or entities, including timeshare trading companies or membership organizations, which is/are the fee owner(s) of the unit, where there are more than twelve (12) members owning such a membership interest or having such annual rights to occupy the unit at any given time.

The definition of “timeshare” as set forth herein shall not be interpreted to include any unit for which the right to occupy is based on a traditional, non-annually recurring leasehold interest in the same, regardless of the duration of the interest.

ARTICLE IV

Section 7(b)(1) of the Declaration is hereby amended as follows:

(1) Each of the units shall be occupied by the unit owner, his family, servants, tenants or guests as a private permanent or temporary residence and for no other purpose. Use of any unit as a timeshare (as defined herein) is prohibited. Each carport and/or

parking stall appurtenant to a unit shall be used by the unit owner, his family, servants, or guests for the parking or storage of motor vehicles or such other items as the Board of Trustees may approve and for no other purpose. No carport or parking stall shall be used for parking of trailers, mobile homes, boats, snowmobiles, recreational vehicles, or campers which have been detached from trucks without the written consent of the Board of Trustees.

ARTICLE V

Section 7(b)(8) of the Declaration is hereby amended as follows:

(8) No part of the Property shall be used for any commercial, manufacturing, mercantile, or other such non-residential purposes. Use of any unit as a timeshare (as defined herein) is prohibited.

ARTICLE VI

Section 15(i) if the Declaration is hereby amended as follows:

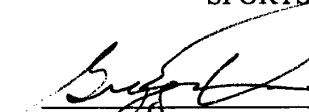
(i) Effect of Nonpayment – Remedies. Any assessment not paid when due, whether due monthly or otherwise, shall, together with the hereinafter provided for interest, and costs of filing, collection, and other out of pocket expenses, shall be, constitute, and remain a continuing lien on the unit, consistent with the provisions of the Act and in addition to any other remedies available therein, provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such assessments become due. The person who is the owner of the unit at the time the assessment falls due shall be and remain personally liable for payments. Though a continuing lien against the unit may remain in effect upon conveyance of the unit, 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 fifteen (15) days after the date on which it becomes due, the amount thereof shall be subject to a late payment penalty equal to a minimum of \$10, up to a maximum of \$40, and all amounts so owing shall bear interest from the date of delinquency at a minimum rate of twelve percent (12%) per annum, up to a maximum rate of twenty-four percent (24%) per annum, the same interest rate and late payment service charge to be set from time to time by the Board of Trustees, in its sole discretion. The late payment penalty shall be assessed no more than once upon each delinquent amount, but a new late payment penalty may be assessed each time a new assessment becomes delinquent. The Association may, in its discretion, bring an action either against the Owner who is personally liable or to foreclose the lien against the unit. 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.


ARTICLE VIII

Section 33 of the Declaration is hereby deleted in its entirety.

IN WITNESS HEREOF, the Association has executed this Second Amendment to Declaration of Condominium of Sports Village Condominiums on this 30 day of November 2005.

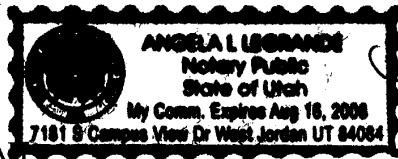
SPORTS VILLAGE CONDOMINIUM OWNERS ASSOCIATION

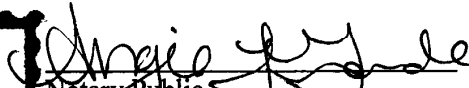

By: Gregg Houston
Its: President


By: Carolyn Lamb
Its: Secretary

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

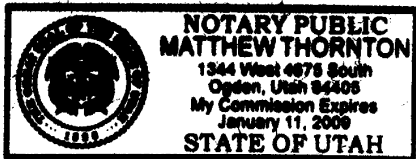
On the 5 day of ^{Dec.}~~November~~ 2005, personally appeared before me Gregg Houston, who being by me duly sworn did say that he is the President of Sports Village Condominium Owners Association, and that he executed the foregoing Second Amendment to Declaration of Condominium of Sports Village Condominiums on behalf of said Association, by authority of a vote of its Members, and he did acknowledge to me that the Association executed the same for the uses and purposes stated therein.

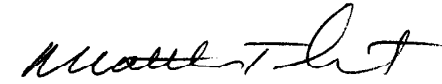



Notary Public

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 13th day of November 2005, personally appeared before me Carolyn Lamb, who being by me duly sworn did say that she is the Secretary of Sports Village Condominium Owners Association, and that she executed the foregoing Second Amendment to Declaration of Condominium of Sports Village Condominiums on behalf of said Association, by authority of a vote of its Members, and she did acknowledge to me that the Association executed the same for the uses and purposes stated therein.




Notary Public