

SEND TO:

GARRY BEDINGFIELD

1040 S. 1000 E # 56

ST GEORGE, UT 84790

00996285 Bk 1832 Pg 1950  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2006 JAN 10 13:26 PM FEE \$16.00 BY SW  
FOR: BEDINGFIELD GARRY

ADOPTED CHANGES TO THE DECLARATIONS OF THE  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
Santa Fe at Red Cliffs HOA

These Changes Apply to All Lots in Santa Fe at Red Cliffs HOA  
Phases 1, 2, 3, 4, 5.

DATED THIS 10<sup>TH</sup> DAY OF January 2006

BY Santa Fe at Red Cliffs HOA

Signature Monte Rugg

Print Name Monte Rugg

Title TRUSTEE

SOUTH OF UTAH )  
COUNTY OF WASHINGTON ) SS.

On this 10 day of January, 2006, before me personally appeared Monte Rugg, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the Trustee (Title) of Santa Fe at Red Cliffs Homeowners Association, a corporation, and that the foregoing document was signed by he/she on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.



Tracy Winningham  
NOTARY PUBLIC

Address 787 So 900 E. St George Utah

My Commission Expires 3-18-2009

**ADOPTED CHANGES TO SANTA FE AT RED CLIFFS HOMEOWNERS ASSOCIATION CC & R'S**

This change was adopted December 28, 2005 by a vote of 103 to 14.

This change supersedes any previous change to Section 8.14 - LEASES.

November 30, 2005

DELETE (on page 10) SECTION 8.14 - LEASES.

ADD (on page 10) SECTION 8.14 - LEASES.

**Leases.** Prior to renting or leasing any townhome, the owner shall occupy their townhome for at least twelve (12) months before it can qualify as a permissible rental townhome. For the purposes of this section only, "occupy" shall mean that a townhome shall be owned by the same owner(s) for a period of at least twelve (12) consecutive months, whether physically occupied by said owner(s) or not, prior to being made available for rental or lease. All rental or lease agreements must be for a minimum period of six (6) months with any renewal also for a minimum period of six (6) months. Any lease or rental agreement shall be in writing and must be presented to the Board of Trustees for approval prior to occupancy. No unit shall be rented or leased for transient hotel purposes, commercial purposes or vacation time share. A renter or lessee may not sublet or allow a third-party to occupy the unit. The number of rental units in Santa Fe at Red Cliffs shall not exceed 10% or fourteen (14) units. Those units currently under lease prior to this amendment shall be granted a grandfather status until the unit is sold. Future rental units shall be approved on first-come first-served basis. Those wanting to place a unit on the potential rental list will notify Santa Fe at Red Cliffs Board of Trustees or their property management agent. Leases shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be subject to fines and termination of the lease.