



When Recorded return to:
Vial Fotheringham SG, LLP
Attn: James Purcell
285 W Tabernacle St., Suite 301
St. George, UT 84770

Record against the real property
described in Exhibit "1"

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
TWIN LAKES RESORT,
Phase 1
A PLANNED UNIT DEVELOPMENT
(April 2016)**

WHEREAS, the Declarant caused the Property in the Twin Lakes Resort Subdivision to be subjected to certain covenants, conditions and restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions of Twin Lakes Resort, Phase 1, a Planned Unit Development dated July 20, 1993, and recorded September 17, 1993, as Entry No 00444046, in Book 0757, at Pages 0392 through 0427, recorded in the official records of the Washington County Recorder (the "Declaration"); and

WHEREAS, all lot owners in the Twin Lakes Resort Subdivision are members of the Twin Lakes Homeowners Association (the "Association"); and

WHEREAS, Article XII of the Declaration allows the lot owners in the Twin Lakes Resort Subdivision to amend the Declaration by an instrument signed by sixty percent (60%) of all lot owners;

WHEREAS, an instrument signed by at least sixty percent (60%) of all lot owners in the Twin Lakes Resort Subdivision agreeing to the Amendments set forth herein are attached in Exhibit "2";

WHEREAS, Article XII of the Declaration allows an amendment to the Declaration after providing written notice to all holders of first mortgage liens; and

WHEREAS, written notice was sent to all holders of first mortgage liens setting forth the proposed Amendment and advising them of the date that the lot owners will vote on said Amendment.

NOW, THEREFORE, the following Sections of the Declaration are hereby replaced and amended to read as follows:

Article IV, Section 8, currently read as follows:

Section 8. Rate of Assessment. Annual, special and capital assessments shall be fixed at uniform rates for all lots and may be collected on a monthly basis.

Article IV, Section 8, shall be amended to read as follows:

Section 8. Rate of Assessment: Annual, special and capital assessments shall be fixed at a uniform rate for all Lots with a Living Unit or Unit on them, and shall be fixed at a different uniform rate for all Lots without a Living Unit or Unit on them. The uniform rate for Lots without a Living Unit or Unit on them shall be no greater than seventeen percent (17%) of the uniform rate for Lots with a Living Unit or Unit on them unless approved by the affirmative vote of sixty percent (60%) or more of all Lot owners. Annual, special and capital assessments may be collected on a monthly basis.

Article VII, Sections 1 and 2, currently read as follows:

Section 1. Maintenance of Common Areas, Lots and Living Units. The Common Areas, Limited Common Areas, and any extensions of the Living Units shall be maintained by the Association so as not to detract from the appearance of the property and so as not to affect adversely the value or use of any Living Unit.

Section 2. Operation and Maintenance by Association. The Association, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them functional in conjunction with the Lots and to keep them clean, attractive and generally in good condition and repair. The Association shall maintain, repair and restore those improvements located upon the Common Areas and Limited Common Areas, including, but not by way of limitation, the following: roadways, walkways, curbs, grass, landscaping, shrubs, watering and sprinkling systems. The patio areas, if any, of each Living Unit may be used and decorated at the discretion of the owner so long as the use and decoration does not adversely affect other Unit owners or the Association. In addition thereto, the Association shall maintain the exterior appearance and roof of each Living Unit, excluding mechanical systems and glass which shall be the responsibility of Unit owners. In the event that special needs for maintenance or repair of the Common Areas, Limited Common areas or the building exterior should be necessitated through willful or negligent act of the Member, his family, guests, or invitees, the cost of any and all such maintenance shall be added to and become a part of the assessment to which the Lot is subject. Any such assessment imposed thereafter can be collected and enforced against the Owner and/or the Unit as herein provided.

Article VII, Sections 1 and 2, shall be amended to read as follows:

Section 1. Maintenance of Common Areas, Lots and Living Units. The Common Areas and Limited Common Areas shall be maintained by the Association so as not to detract from the appearance of the property and so as not to affect adversely the value or use of any Living Unit.

Section 2. Operation and Maintenance by Association. The Association, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them functional in conjunction with the Lots and to keep

them clean, attractive and generally in good condition and repair. The Association shall maintain, repair and restore those improvements located upon the Common Areas and Limited Common Areas, including, but not by way of limitation, the following: roadways, walkways, curbs, grass, landscaping, shrubs, watering and sprinkling systems. Each Owner of a Lot without a Living Unit or Unit built thereon shall be responsible to keep said Lot(s) free of weeds and other garbage or debris. If the Association becomes aware of excessive weeds, garbage or debris on said Lot(s), the Association will give the Lot Owner written notice of said weeds, garbage or debris. If after thirty (30) days from the date of the written notice, said weeds, garbage or debris are not removed, the Association may remove said weeds, garbage or debris and charge or assess the Lot Owner with the costs of said removal. The patio areas, if any, of each Living Unit may be used and decorated at the discretion of the Owner so long as the use and decoration does not adversely affect other Unit Owners or the Association. The Owner of each Living Unit shall maintain the exterior appearance and roof of each Living Unit, including mechanical systems and glass. In the event that special needs for maintenance or repair of the Common Areas and Limited Common areas should be necessitated through willful or negligent act of the Member, his family, guests, or invitees, the cost of any and all such maintenance shall be added to and become a part of the assessment to which the Lot is subject. Any assessment imposed can be collected and enforced against the Owner and/or the Unit as provided in this Declaration.

This Amendment is executed for the sole purpose of amending, modifying and revising only those provisions of the Declaration set forth above and does not constitute or in any way operate as an amendment, alteration, release or discharge of any other terms, conditions, rights or obligations as set forth in the Declaration.

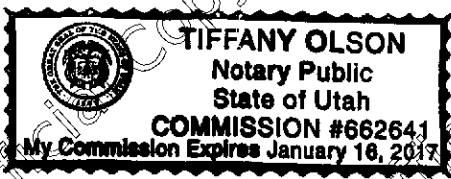
IN WITNESS WHEREOF, on this 27 day of June, 2016, the Board of the Association hereby represents that at least sixty-percent (60%) of the lot owners have consented to these Amendments in writing.

TWIN LAKES HOMEOWNERS ASSOCIATION

By: [Signature]
Name: Robert Hughes
Title: President

STATE OF UTAH)
) SS.
County of Washington)

On this 27th day of JUNE, 2016, personally appeared before me Taryn Hughes, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of Twin Lakes Homeowners Association, a Utah nonprofit corporation, and that he/she executed the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Twin Lakes Resort, Phase 1, a Planned Unit Development, on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



[Signature]
Notary Public

EXHIBIT "1"

Legal Description

All of Lots Four Hundred One (401) through Four Hundred Thirty-One (431), TWIN LAKES RESORT 1, according to the official plat thereof, on file in the office of the Recorder of Washington County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

PARCEL #s:

SG-TLR-1-401	SG-TLR-1-402	SG-TLR-1-403	SG-TLR-1-404	SG-TLR-1-405
SG-TLR-1-406	SG-TLR-1-407	SG-TLR-1-408	SG-TLR-1-409	SG-TLR-1-410
SG-TLR-1-411	SG-TLR-1-412	SG-TLR-1-413	SG-TLR-1-414	SG-TLR-1-415
SG-TLR-1-416	SG-TLR-1-417	SG-TLR-1-418	SG-TLR-1-419	SG-TLR-1-420
SG-TLR-1-421	SG-TLR-1-422	SG-TLR-1-423	SG-TLR-1-424	SG-TLR-1-425
SG-TLR-1-426	SG-TLR-1-427	SG-TLR-1-428	SG-TLR-1-429	SG-TLR-1-430
SG-TLR-1-431				

EXHIBIT "2"

Written Consents

**TWIN LAKES RESORT, Phase 1
A PLANNED UNIT DEVELOPMENT**

BALLOT

Member Owning: (Lot(s) #) 401-414, 414, 414; 416-419, 422, 423, 425, 430, 431 (21 lots)

Print Name(s): American First Federal Credit Union
Last First Middle Initial

Last First Middle Initial

As the above Member of the **Twin Lakes Resort, Phase 1 A Planned Unit Development** ("Association"), I hereby acknowledge receipt of the Proposed Amendment to the Declaration of Covenants Conditions and Restrictions (CC&R's) of Twin Lakes Resort, Phase 1, A Planned Unit Development, dated July 20, 1993, and recorded September 17, 1993 to amend Article IV, Section 8 and Article VII, Sections 1 and 2. In order for this action to be approved, a 60% majority of the members entitled to vote at the meeting must vote in favor.

(Please place a check or an X by your choice)

FOR THE PROPOSED AMENDMENT TO AMEND ARTICLE IV, Section 8: Rate of Assessment (i.e. Action to change the amount of assessments for Lots with Living Unit and Lots without Living Units.)

AGAINST THE PROPOSED AMENDMENT TO AMEND ARTICLE IV, Section 8.

FOR THE PROPOSED AMENDMENT TO AMEND ARTICLE VII, Sections 1 and 2: Maintenance of Common Areas, Lots and Living Units and Operation and Maintenance by Association

AGAINST THE PROPOSED AMENDMENT TO AMEND ARTICLE VII, Sections 1 and 2.

DATE: June 27, 2016

[Signature]
Member/authorized agent

DATE: _____, 2016

Member/authorized agent

**TWIN LAKES RESORT, Phase 1
A PLANNED UNIT DEVELOPMENT**

BALLOT

Member Owning: (Lot(s) #) 427 - 426

Print Name(s):	<u>Hutchins</u>	<u>Carly</u>	<u>M</u>
	Last	First	Middle Initial
	<u>Hutchins</u>	<u>Carly</u>	<u>M</u>
	Last	First	Middle Initial

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AGAINST THE PROPOSED AMENDMENT TO AMEND ARTICLE VII, Sections 1 and 2.

DATE: 6/27, 2016

Jerry H. Regehr
Member/authorized agent

DATE: 6/27, 2016

Michelle Regehr
Member/authorized agent

**TWIN LAKES RESORT, Phase 1
A PLANNED UNIT DEVELOPMENT**

BALLOT

Member Owning: (Lot(s) #) 42

Print Name(s): PETERSON GENE L
Last First Middle Initial
Last First Middle Initial

As the above Member of the **Twin Lakes Resort, Phase 1 A Planned Unit Development** ("Association"), I hereby acknowledge receipt of the Proposed Amendment to the Declaration of Covenants Conditions and Restrictions (CC&R's) of Twin Lakes Resort, Phase 1, A Planned Unit Development, dated July 20, 1993, and recorded September 17, 1993 to amend Article IV, Section 8 and Article VII, Sections 1 and 2. In order for this action to be approved, a 60% majority of the members entitled to vote at the meeting must vote in favor.

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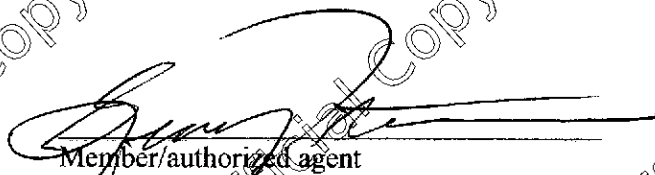
AGAINST THE PROPOSED AMENDMENT TO AMEND ARTICLE IV, Section 8.

FOR THE PROPOSED AMENDMENT TO AMEND ARTICLE VII, Sections 1 and 2: Maintenance of Common Areas, Lots and Living Units and Operation and Maintenance by Association

AGAINST THE PROPOSED AMENDMENT TO AMEND ARTICLE VII, Sections 1 and 2.

DATE: 6/27, 2016

DATE: _____, 2016


Member/authorized agent

Member/authorized agent