

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LAS PALMAS RESORT CONDOMINIUMS

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HERBERT S. GENETLEY
WASHINGTON COUNTY RECORDER

GREEN VALLEY DEVELOPMENT, INC. (also known as Green Valley Development Co., Inc.), Declarant under that certain Declaration of Condominium for Las Palmas Resort Condominiums Phase IA, dated November 28, 1984, recorded November 30, 1984, as Entry No. 269186, Book 364, Pages 99 - 148 of Official Washington County Records, as supplemented by that certain Supplemental Declaration dated June 28, 1985, recorded July 1, 1985, as Entry No. 278128, Book 381, Pages 208-216, of Official Washington County Records, with respect to Phase IB of said project, as amended by that certain Amendment to Declaration of Condominium of Las Palmas Resort Condominiums dated August 26, 1985, recorded August 27, 1985, as Entry No. 280754, Book 386, Pages 383-385 of Official Washington County Records, and the Las Palmas Owners Association, hereby exercise their rights and privileges under said Declaration as supplemented to Amend the same as allowed by Paragraph 36(d) of said Declaration, to better insure in the light of existing circumstances or information, or workability of the arrangement which is contemplated by the Declaration, and to comply with the Utah Condominium Act, and to more accurately express the intent of the effective provisions of the Declaration in light of the circumstances now existing. The Declaration as supplemented is

therefore amended as follows:

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1. Paragraph 36(a) of the Declaration of Condominium is hereby eliminated in its entirety and in its place and stead, the following revised Paragraph 36(a) shall be deemed effective for the Declaration of Condominium:

"36. Declarant's Option to Expand. a. This condominium project shall be an expandable condominium project as defined in Utah Code Annotated § 57-8-10(4). In accordance with the requirements of said Statute, the Declarant subjects the project to the following terms and conditions which are applicable to the expansion of the project.

(1) Declarant explicitly reserves unto itself and its assigns (without the requirement of the consent of the association or the Unit Owners) the right to expand the project for a period of seven (7) years according to the Declaration.

(2) Except as provided in (1) above there shall be no other limitations on this option to expand.

(3) There shall be no circumstances except the voluntary termination by the Declarant or Declarant's assigns which will terminate this option prior to the time limit specified in (1) above.

(4) The legal description of all the land that may be added to the project is set forth at Exhibit A hereto, designated as Phase II property.

(5) The property described at Exhibit A -- Phase II Property -- may be added in any particular portion and in any number of additional phases; accordingly, there shall be no limitations on

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such additions except as specifically reserved in this Paragraph 36.

(6) Any portion of the property described at Exhibit A Phase II Property -- may be added at different times and there shall be no order in which they may be added to the project, that matter being left to the total discretion of Declarant or Declarant's assigns.

(7) There shall be no limitations as to the location of any improvements that may be made on any portions of the additional land added to the condominium project; accordingly, no assurances are made in that regard.

(8) The maximum number of units that may be created on the additional land shall be 2000. The maximum number of units per acre that may be created on any such portion added to the condominium project shall be 30.

(9) The maximum percentage of the aggregate land and floor area of all units that may be created on Phase II, the use of which will not or may not be restricted exclusively to residential purposes is 0%, it being the intention of the Declarant that this project be limited to residential purposes only.

(10) Any structures erected on any portion of additional land added to the condominium project shall be compatible with the land structures on the land originally within the project in terms of quality of construction, principal materials to be used, and architectural style. Further provided that no assurances may be given in this regard inasmuch as the determinations of these items is reserved to Declarant or its assigns in Declarant's discretion.

(11) Except as may be contained in restrictions provided

elsewhere in this Paragraph 36, no assurances are given as to the description of all other improvements that will be made in any portion of the additional land added to the project and Declarant specifically reserves unto itself and its assigns the right to design, plan and build the improvements to the Phase II Property in its discretion.

(12) No assurances are made with respect to whether or not the units that may be added to the project in the Phase II Property will be substantially identical to the units on the land originally within the project.

(13) Declarant reserves unto itself the right to create common areas and limited common areas and facilities within any portion of the additional land added to the condominium project. Accordingly, no assurances can be given in this regard as to the type, size, or maximum number of such limited common areas or common areas within any addition in the Phase II Property."

The foregoing amendment makes no substantive change to Paragraph 36(a) but restates the paragraph in the form and fashion required by Utah Code Annotated, § 57-8-10(4), which amendment is made for the purposes mentioned above. This amendment shall apply to all of Las Palmas Resort Condominiums, Phases 1A and 1B, and subsequent phases as may be hereinafter added.

DATED this 30th day of Sept, 1985.

GREEN VALLEY DEVELOPMENT, INC.

LAS PALMAS OWNERS ASSOCIATION

Alan H. Coombs
Alan H. Coombs, President

Alan H. Coombs
Alan H. Coombs, President

Ronald W. Snow
Ronald W. Snow, Secretary

Russell J. Gallian
Russell J. Gallian, Secretary

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

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On the 22nd day of September, 1985, personally appeared before me ALAN H. COOMBS and RONALD W. SNOW, who being by me duly sworn did say, each for himself, that they are the President and Secretary respectively of Green Valley Development, Inc., and that the within and foregoing instrument was signed on behalf of said corporation and said persons acknowledged to me that said corporation executed the same.

My Commission Expires: 11-16-1986
CARMMA L. WERNER
NOTARY PUBLIC
STATE OF UTAH

Carmma L. Werner
NOTARY PUBLIC
Residing at: St. George, Utah

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 22nd day of September, 1985, personally appeared before me ALAN H. COOMBS and RUSSELL J. GALLIAN, who being by me duly sworn did say, each for himself, that they are the President and Secretary respectively of Las Palmas Owners Association, and that the within and foregoing instrument was signed on behalf of said Association and said persons acknowledged to me that said Association executed the same.

My Commission Expires: 11-16-1986
CARMMA L. WERNER
NOTARY PUBLIC
STATE OF UTAH

Carmma L. Werner
NOTARY PUBLIC
Residing at: St. George, Utah

EXHIBIT "A"

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BOUNDARY DESCRIPTION OF AREA FOR LAS PALMAS BUILDINGS 17-21

BEGINNING at a point North $89^{\circ}52'27''$ East 164.21 feet along the Center Section Line and North 394.735 feet from the West $1/4$ Corner of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North $35^{\circ}36'$ West 460.64 feet; thence South $54^{\circ}24'$ West 300.00 feet; thence North $35^{\circ}36'$ West 410.00 feet; thence South $54^{\circ}24'$ West 95.00 feet; thence North $35^{\circ}36'$ West 27.00 feet; thence South $54^{\circ}24'$ West 25.00 feet; thence North $35^{\circ}36'$ West 230.00 feet; thence North $89^{\circ}52'27''$ West 70.82 feet; thence South $0^{\circ}30'$ West 103.65 feet; thence South $49^{\circ}11'26''$ East 118.30 feet; thence South $35^{\circ}36'$ East 475.00 feet; thence South $50^{\circ}45'$ East 329.00 feet; thence South $67^{\circ}00'$ East 467.95 feet; thence North $54^{\circ}24'$ East 180.70 feet; thence North $35^{\circ}36'$ West 191.36 feet; thence North $54^{\circ}24'$ East 269.76 feet to the point of a 384.09 foot radius curve to the right (long chord bearing is N $55^{\circ}45'58''$ E 18.31 feet), thence Northeasterly 18.316 feet along the arc of said curve; thence North $35^{\circ}36'$ West 30.03 feet to a point on a 414.09 foot radius curve to the left (long chord bearing is S $55^{\circ}40'02''$ W 18.31 feet); thence Southwesterly 18.315 feet along the arc of said curve to a point of tangency; thence South $54^{\circ}24'$ West 269.76 feet to the point of beginning.

by Ried Pope

L.R. POPE ENGINEERING

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