



**AMENDMENT TO
THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SHADOWBROOK HOMEOWNERS ASSOCIATION,
A PLANNED UNIT DEVELOPMENT**

This amendment to the Declaration of Covenants, Conditions and Restrictions of Shadowbrook Homeowners Association, A Planned Unit Development (the "Declaration") that established the Shadowbrook community is made this 24th day of May, 2006 by Shadowbrook Homeowners Association (the "Association"). These changes apply to all units in all phases of Shadowbrook Homeowners Association.

RECITALS

- A. Certain real property in Washington County, Utah, known as Shadowbrook was subjected to certain covenants, conditions and restriction pursuant to a Declaration dated 1998 Mar 24 and recorded as Entry No. 00596 135, Book 1192, Pages 590-607 in the Recorder's Office for Washington County, Utah.**
- B. This amendment shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto.**
- C. To avoid the communal ills, including among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums and the diminished safety of the owners, associated with a high level of tenancy, the Association deems restriction and regulating the manner of renting necessary and in the best interest of the owners.**
- D. Pursuant to Article XIII of the Declaration, owners representing more than sixty-seven of the voting rights have approved this Amendment.**

The following Amendment amends, replaces and supersedes the former Article XI, Section 11, Leases and Rentals, in its entirety, to read, Section 11, Leases and Occupancy Requirement.

Any lease or rental agreement between a town home owner and a lessee or renter shall be required to provide that the terms of the lease shall be subject in all respects to the provision of this Declaration and the By-Laws of said Association, and that any failure of lessee or renter to comply with the terms of such documents shall be in default under the lease. Furthermore, all leases or rentals shall be in writing and must be filed with the Board at least ten (10) days before occupancy. Notwithstanding, the above, prior to renting or leasing any town home, the owner shall occupy their town home for at least twelve (12) months before it can qualify as a permissible rental town home. For purposes of the section only, "occupy" shall mean that a town home shall be owned by the same owner for a period at least twelve (12) consecutive months, whether physically occupied by said owner or not, prior to being made available for rental or lease.

Date 5/31/2006

Reed T. Ricks
President, Shadowbrook Homeowners Association

Date 5/31/2006

Jais V. Knight
Treasurer, Shadowbrook Homeowners Association

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 31st day of May 2006, before me, a Notary Public in and for the above State and County, personally appeared Reed T. Ricks and Jais V. Knight, who being by me first duly sworn, declared to me that they are the President and Treasurer, respectively, of Shadowbrook Homeowners Association, pursuant to ballots mailed to each owner in April 2006, that the owners of 67% approved the recordation of the foregoing document.

My Commission Expires:
Mar. 14, 2008

Kandice Hansen
NOTARY PUBLIC - Residing at:
St. George, UT

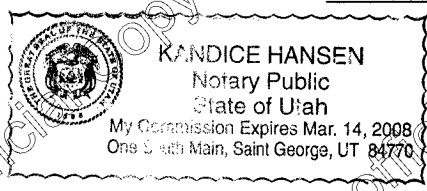


EXHIBIT "A"

This Amended Declaration of Covenants, Conditions and Restrictions of Shadowbrook Homes, a planned Unit Development, St. George, Utah, affects the property located in Washington County, State of Utah, more particularly described below:

All of Plat "A" recorded as Entry No. 28741.

All of Plat "B" recorded as Entry No. 298553.

All of Plat "C" recorded as Entry No. 308776.

All of Plat "D" recorded as Entry No. 338723.

All of Plat "E" recorded as Entry No. 458356.