

Amended Restrictive Covenants Page 1 of 9
Russell Shirts Washington County Recorder
05/26/2009 12:00:00 AM Fee \$26.00 By
Durham Jones & Pinegar - St. George

When recorded, return to:

Chris L. Engstrom
Durham Jones & Pinegar, P.C.
192 East 200 North, Third Floor
St. George, Utah 84770

Tax ID Nos: SG-PKCL-1, Hm 10

**FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS OF PARK CENTRAL TOWNHOMES**

THIS IS A FIRST AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Park Central Townhomes (the "**Declaration**"), which was recorded in the Office of the Washington County Recorder on May 24, 2001, as Entry No. 00722554, in Book 1410, at pages 1039-1055. The Declaration, and any amendments, supplements, and annexations thereto, affects certain real property located in Washington County, Utah, which is more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 42, PLAT "B", OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE ALONG SAID WEST LOT LINE AND THE EXTENSION THEREOF N 01°34'36" E 528.00 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK; THENCE ALONG THE NORTH BLOCK LINE S 88°25'24" E 51.00 FEET; THENCE S 01°34'36" W 128.00 FEET; THENCE S 88°25'24" E 106.00 FEET; THENCE S 01°34'36" W 300.00 FEET; THENCE N 88°25'24" W 106.00 FEET; THENCE S 01°34'36" W 100.00 FEET TO A POINT ON THE SOUTH BLOCK LINE OF SAID BLOCK 42; THENCE ALONG SAID BLOCK LINE N 88°25'24" W 51.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.348 ACRES

This Amendment is made pursuant to Article 12 of the Declaration. The Owners hereby amend the Declaration as follows:

AMENDMENT

The Declaration is hereby amended to include the following provision in Article 8, which shall be referenced as Section 8.16:

Section 8.16 Household Composition. Occupancy of a Townhome is limited to an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than two persons not all so related, who maintain a common household unit within a Townhome.

Section 8.14 of the Declaration is hereby amended in its entirety to read as follows:

Section 8.14 Leasing. The leasing of any portion or all of a Lot or Townhome (collectively referred to as "Unit" for purposes of this Section) within the Properties after the Effective Date of this amendment is expressly prohibited. For purposes of this amendment the "Effective Date" shall be the date of recording of this Amendment in the office of the Washington County Recorder, regardless of whether or not actual notice of such recording is provided to the Owners. This prohibition on leasing includes prohibition of offering, selling, or using any Unit or interest therein under a "timesharing" or "interval ownership" plan, or any similar plan.

Article 11 of the Declaration is hereby amended in its entirety to read as follows:

ARTICLE 11 -- EXPANSION

Declarant reserves the right, at its sole election, to expand the Properties to include additional property more particularly described below by unilateral action of Declarant, without the consent of Owners, for a period of nine (9) years from the date of recording of this Declaration in the office of the Washington County Recorder, County of Washington, State of Utah.

The property, all or part of which may be included in one or more expansions, is located in Washington County, Utah, and is more particularly described as follows:

Beginning at a point North 01°34'36" East, 214.50 feet along the East lot line of Lot 2 from the Southeast Corner of said Lot 2, Block 42, Plat "B" of the ST. GEORGE CITY SURVEY and running thence North 88°25'24" West, 100.00 feet; thence North 01°34'36" East, 214.50 feet; thence South 88°25'24" East, 100.00 feet to a point on the East line of Lot 5 and the West boundary of PARK CENTRAL TOWNHOMES; thence South 01°34'36" West, 214.50 feet to the point of beginning

Expansion shall occur by the Declarant filing:

1. an additional subdivision plat or plats creating additional planned unit developments on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation; and
2. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, architecturally compatible to the existing Townhomes, similar to the Townhomes already constructed, constructed out of similar materials, with similar Lot size. The maximum number of Lots to be added shall be four (4). The Declarant shall have the sole discretion as to development of the Common Area in any expansion area and may include any facilities or amenities thereon that Declarant deems necessary and such Common Areas shall be owned by the Association.

The Common Area and Limited Common Area in such expansion area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, prior to recordation of the Declaration of Annexation and the Association shall accept the deed. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of Association Property and facilities. Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments of each Lot and Lot Owner in any expansion area shall be equal to the liability of each Lot and Lot Owner in the original Properties.

No Other Provisions Affected. Capitalized terms have the meaning set forth in the Declaration. Every provision, covenant, obligation, right, and power contained in the Declaration, as supplemented by this Amendment, shall continue in full force and effect.

The undersigned Owners hereby authorize the President, or the Board of Trustees of Park Central Townhomes Association, to permit removal, modification, and repair of certain Common Area improvements in order to accommodate expansion of the Property as contemplated and authorized in the Declaration.

This document may be executed in counterparts, each of which is deemed an original, and all of which shall constitute only on agreement.

***** signature pages follow*****

By signing below the undersigned Owner(s) of Lot #3 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: _____, 2009.

Name: _____ Name: _____

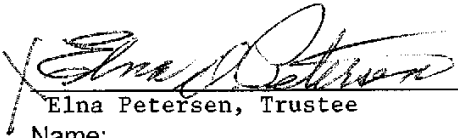
STATE OF UTAH)
)
COUNTY OF WASHINGTON) :ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____.

Notary Public

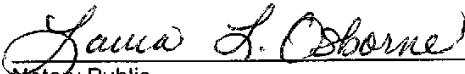
By signing below the undersigned Owner(s) of Lot #4 of Park Central Townhomes agree to the provisions and effect of the foregoing.

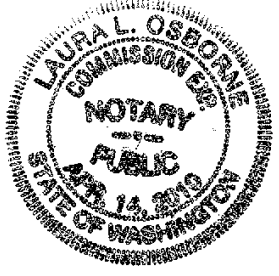
Dated: 4-14, 2009.


Elna Petersen, Trustee
Name: _____ Name: _____

STATE OF ~~UTAH~~ WASHINGTON)
)
COUNTY OF ~~WASHINGTON~~ Pacific) :ss

The foregoing instrument was acknowledged before me this 14th day of April, 2009, by Elna Petersen, Trustee.


Notary Public



By signing below the undersigned Owner(s) of Lot #5 of Park Central Townhomes agree to the provisions and effect of the foregoing.

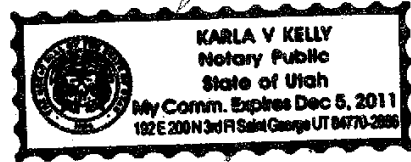
Dated: 3-24, 2009.

Charlotte Traveller
Name: Charlotte TRAVELLER - Name: _____

STATE OF UTAH)
)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 24 day of March, 2009, by ~~KARLA V KELLY~~ CHARLOTTE TRAVELLER

Karla Kelly
Notary Public



By signing below the undersigned Owner(s) of Lot #6 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: 27 Feb, 2009.

Leland M. Tate Trustee
Name: Leland M. TATE - Name: _____

STATE OF UTAH)
)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27 day of February, 2009, by LELAND M. TATE, TRUSTEE

Karla Kelly
Notary Public



By signing below the undersigned Owner(s) of Lot #5 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: _____, 2009.

Name: _____ Name: _____

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____.

Notary Public

By signing below the undersigned Owner(s) of Lot #6 of Park Central Townhomes agree to the provisions and effect of the foregoing.

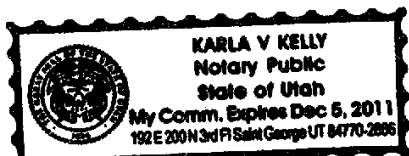
Dated: March 25, 2009.

Name: _____ Name: LEONA LEWIS TATE

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 25 day of March, 2009, by LEONA LEWIS TATE TRUSTEE.

Karla Kelly
Notary Public



STC_57836.2

By signing below the undersigned Owner(s) of Lot #7 of Park Central Townhomes agree to the provisions and effect of the foregoing.

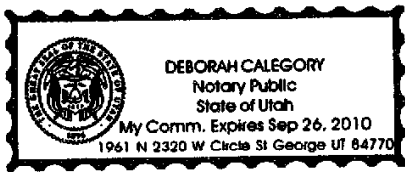
Dated: May 26, 2009.

Kristine Nielsen, agent
Name: Kristine Nielsen

Russell J. Horlacher
Name: Russell J. Horlacher - agent

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 26 day of May, 2009, by Kristine Nielsen and Russell J. Horlacher, Agents.



Deborah Caegory
Notary Public

By signing below the undersigned Owner(s) of Lot #8 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: February 27, 2009.

Chris L. Engstrom
Name: Chris L. Engstrom

Louise Engstrom
Name: Louise Engstrom

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27 day of February, 2009, by CHRIS L. ENGSTROM; LOUISE ENGSTROM.



Karla V Kelly
Notary Public

By signing below the undersigned Owner(s) of Lot #9 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: Feb. 27, 2009.

James E Mohr TRUSTEE
Name: JAMES E MOHR - Name: _____

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27 day of February, 2009, by JAMES E. MOHR, TRUSTEE



Karla V Kelly
Notary Public

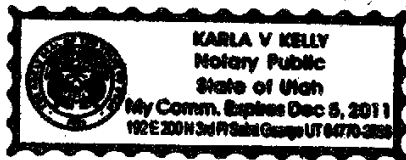
By signing below the undersigned Owner(s) of Lot #10 of Park Central Townhomes agree to the provisions and effect of the foregoing.

Dated: February 27, 2009.

Marion Leary TTEE *Dorothy Reaney* TTEE
Name: Marion Leary - Name: Dorothy Reaney

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27th day of February, 2009, by MARION L. LEARY TTEE; DOROTHY R. LEANY TTEE



Karla V Kelly
Notary Public