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Amended Restrictive Covenants Page 1 of 5
Russell Shirts Washington County Recorder
08/27/2009 03:29:54 PM Fee \$ 18.00
By RICHARDS & KIMBLE

After Recording Return To:
Richards & Kimble, P.C.
2040 E. Murray Holladay Rd., Suite 102
Salt Lake City, UT 84117
801-274-6800



SG HC

**FIRST AMENDMENT TO
THE MASTER DECLARATION
FOR
HIDDEN COVE CONDOMINIUMS**

This First Amendment to the Master Declaration (“Declaration”) that established the condominium project known as Hidden Cove is made on the date evidenced below by the Hidden Cove Homeowners Association (“Association”).

RECITALS

A. Certain real property in Washington County, Utah, known as Hidden Cove was subjected to certain covenants, conditions, and restrictions pursuant to a Master Declaration dated April 23, 1984, and recorded as Document Entry No. 260667, Book 348, Page 39, et. seq., in the Washington County Recorder’s Office, State of Utah;

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit “A.”**

C. This amendment is intended to provide the Association the ability to approve a special assessment for the replacement of capital improvements.

E. Pursuant to Article XI, Section 4 and Article X, Section 2 of the Declaration, the Management Committee hereby certifies that the votes representing seventy-five percent (75%) of the voting powers of the Association and the prior written approval of one hundred percent (100%) of all first mortgagees, affirmatively approved this Amendment.

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NOW, THEREFORE, the Association, by and through its Management Committee, hereby amends Article IV, in its entirety, to read as follows:

ARTICLE IV
COMMITTEE OPERATION

Section 1. Assessments. The Management Committee shall have authority to set and levy assessments to become part of the common expenses, said assessments to be for the following purposes:

- (a) payment of taxes, insurance and common utility charges;
- (b) payment of cost of repairing, replacing, maintaining, construction and acquiring additions to the common areas and facilities;
- (c) establishment and maintenance of an adequate reserve fund for the replacement of the common area and facilities, which by their nature, will require replacement on a periodic basis;
- (d) payment of administrative expenses of the association;
- (e) payment of prior years' deficits.

The assessment provided for herein shall be set on an annual basis and shall commence to accrue on the date fixed by the Management Committee to be the date of commencement. The Management Committee shall fix the amount of the annual assessment against each unit at least sixty (60) days in advance of the commencement of the assessment period, except that in the first year of operation the assessment may be set at any time.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to the commencement of each new assessment period, the Management Committee shall send of cause to be sent a written notice of the assessment to each owner subject thereto.

The due dates shall be established be the Management Committee upon which dates the assessments for any year shall become due and payable; provided, that the Management Committee may provide for the payment of annual assessments in twelve (12) equal monthly installments throughout the assessment year.

The Management Committee shall prepare a roster of the units and the assessments and payments applicable thereto at the same time that it shall fix the amount of the annual assessment. All units shall pay their pro rata share of the annual assessment commencing upon the date the units

are made subject to this Declaration. The pro rata share of the annual assessment shall be based upon the total amount of each such assessment divided by the total number of unit; more specifically each annual assessment shall be divided equally among all units.

The Management Committee shall assess a unit or units in excess of equal payments for actual disproportionate use of the common utilities, or for disproportionate maintenance, repair or improvement of common or limited area adjacent to the unit or units, but shall not disproportionately assess the unit for any other reason and may not relieve a unit from assessment by reason of non-occupancy.

Section 2. Special Assessments. In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any portion of the project for which the Association is responsible pursuant to Article VIII, Section 3 of this Declaration; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose. Any Special Assessment shall be charged by the Management Committee to the units according to their respective par value.

Section 3. Rulemaking Power. The Management Committee may, from time to time and subject to the provisions of this Declaration and the Bylaws, adopt, amend and repeal rules and regulations, governing, among other things, use of any common areas under the jurisdiction of the Association, parking restrictions and limitations, limitations upon vehicular travel on the properties, and restrictions on other activities or improvements on the properties which creates a hazard.

Section 4. Recordation of Rules. A copy of the said Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be, but need not be, recorded. Upon such mailing or other delivery, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration and the Bylaws.

Section 5. Management Agreement. The Management Committee shall have the power to enter into management agreements for a term not to exceed one (1) year, cancelable upon thirty (30) days notice.

IN WITNESS WHEREOF, HIDDEN COVE HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 13th day of March, 2008, in accordance with Article XI, Section 4 of the Declaration.

HIDDEN COVE HOMEOWNERS ASSOCIATION



President

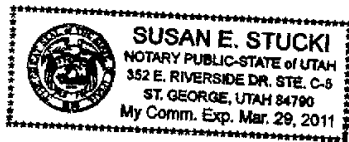


Secretary

STATE OF UTAH)
 :SS
County of Washington)

On the 13 day of March, 2008, personally appeared
Jonathan ALLEN and Anna Cranmer who, being
first duly sworn, did that say that they are the President and Secretary of the Association and that
said instrument was signed in behalf of said Association by authority of its Management
Committee; and each of them acknowledged said instrument to be their voluntary act and deed.

Susan E. Stucki
Notary Public for Utah



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EXHIBIT A
LEGAL DESCRIPTION

Beginning at the Southeast Corner of Block 15, Plat "D", ST. GEORGE CITY SURVEY and running thence S 48°16'24" E 20.13 feet along the Block line; thence N 0°06'46" W 336.75 feet; thence N 89°53'06" W 15.00 feet; thence N 0°06'46" W 268.02 feet to the Northeast corner of said Block 15; thence S 87°51'01" W 178.84 feet along the North line of said Block 15 to the Northeast corner "CANNON PARKVIEW TOWNHOMES"; thence along the boundary line of said townhomes as follows: S 0°05'59" W 197.40 feet; thence N 89°54'01" W 33.00 feet; thence S 0°05'59" W 102.97 feet; thence leaving said townhomes boundary and running S 89°09'32" E 86.97 feet to an existing fence; thence N 2°07'40" W 40.94 feet along said fence; thence S 89°56'04" E 102.31 feet; thence S 0°06'46" E 301.54 feet to the South line of said Block 15; thence S 48°16'24" E 33.59 feet to the point of beginning.
Containing 1.508 acres.