



**THIRD AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CANYON BREEZE R.V. RESORT**

Pursuant to the authority granted to it in Article XIV, Section 1 of the AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CANYON BREEZE R.V. RESORT recorded in the office of the Recorder for Washington County, Utah, on June 17, 1999, as Entry Number 00652090, in Book 1337, page 2428, (hereafter the "Declaration") which superseded and replaced all prior declarations and amendments, the Canyon Breeze Owners Association (hereafter "Association") elects to further amend said Declaration with this instrument (hereafter "Amendment") by revising the sections of the Declaration as set forth specifically herein below.

With recording of this Amendment, notice is hereby given that this Amendment was accepted by not less than sixty-seven percent (67%) of the Owners eligible to vote, as evidenced by the signatures attached hereto as Exhibit "A," which signatures the President and Secretary of the Association certify with their execution of this document below.

For convenient identification of the proposed changes, additions to the provisions in the Declaration are identified with underlining (note that original underlined text is also kept as underlined) and deletions are identified with ~~strikethrough~~ (strikethrough).

**FIRST AMENDMENT**

**ARTICLE 1  
DEFINITIONS**

Article 1 Section 10 through 22 of the Declaration is hereby amended as follows:

Section 10. "Guest" shall mean and refer to any individual who is not an owner and who occupies or otherwise resides in a Home for 21 days or fewer in any 3 month period.

~~Section 10 11~~ "Home" shall mean and refer to Recreational Vehicles (R.V.'s), park-model homes and constructed "stick built" dwellings placed on a lot within the project. Multiple family dwellings as well as Tents or other outdoor camping structures are not included in this definition and are not allowed in the project.

~~Section 11 12.~~ "Lot" shall mean and refer to any plot of land shown upon any recorded plat map of the Properties and specifically excepting Common Area and areas dedicated to the use of the general public.

~~Section 12~~ 13. "Member" shall mean and refer to every person or entity owner who holds membership in the Association, or described in Article III, Section I.

~~Section 13~~ 14. "Mortgagee" shall mean and refer to any person named as a first mortgagee or beneficiary, owner or holder of a first deed of trust.

~~Section 14~~ 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having an interest merely as security for the performance of an obligation.

~~Section 15~~ 16. "Park Model" shall mean a dwelling that conforms to the size and dimension requirements contained elsewhere in this Declaration, which dwelling contains plumbing, heating and electrical systems and which dwelling is manufactured somewhere other than on site and transported in one or more sections to the lot and placed upon a block foundation.

~~Section 61~~ 17. "Person" shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations. Labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in cases under the United States Bankruptcy Code, receivers and fiduciaries.

~~Section 17~~ 18. "Plat" or "Plat Map" shall mean and refer to the Plat entitled "Canyon Breeze R. V. Resort" consisting of 1 page recorded in the office of the County Recorder of Washington County, Utah, on the 17<sup>th</sup> day of December, 1984, in book 365 at page 145, Entry 269798, and as the same and any additional plat created pursuant to Article 10 may hereafter be modified, amended or supplemented in accordance with the provisions of this Declaration or supplements to this Declaration.

~~Section 18~~ 19. "Properties," "Property" and "Project" shall mean and refer to that certain real property herein before described.

~~Section 19~~ 20. "R. V." shall mean a vehicular unit other than a mobile home primarily designed as a temporary dwelling for travel, recreational, or vacation use, which is either self-propelled or pulled by another vehicle, and which includes but is not limited to a travel trailer, motor home, and/or fifth wheel that is at least twenty-four (24) feet in length. Vehicles which are originally constructed as a bus but which are converted for use as a recreational vehicle are not allowed unless approved by the Board.

~~Section 20~~ 21. "Utilities" shall mean public utilities, including, but not limited to, sewer, water, drainage, natural gas, telephone, electricity, and cable television.

## SECOND AMENDMENT

Article IV, Section 10(a) of the Declaration is hereby amended as follows:

(a) Remedies. For delinquent assessments the Association shall be entitled to (1) record a notice of lien for delinquent assessments against the lot to which the assessments relate and/or (4 2) bring an action at law against the owner, personally obligated to pay such delinquent assessment without waiving the lien or assessment or (2 3) foreclose the lien against the property in accordance with the laws of the state of Utah applicable to the exercise of powers of selling Deeds of Trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (3 4) withhold, interrupt, or terminate any or all services supplied or performed by the Association in behalf of the delinquent member. The remedies set forth herein shall be cumulative and may be exercised singularly or concurrently.

### THIRD AMENDMENT

Article VI, Section 1 of the Declaration is hereby amended as follows:

Section 1. Architectural Control Committee. ~~Two~~ Three members of the Architectural Control Committee (hereinafter sometimes referred to as "ACC") shall be ~~elected~~ appointed by a majority vote of the members at the annual membership meeting ~~the Board of Trustees.~~ Appointed members may be either members of the Association or their spouse. In addition to the ~~two elected~~ three appointed members, the committee shall also include ~~one~~ one member of the Board of Trustees who is appointed to that position by the Board of Trustees, and ~~shall~~ may also include the Association manager as a nonvoting member of the committee. As such, this committee shall consist of (4) members. The function of the committee shall be to insure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures. The committee need not be composed of owners. If such a committee is not ~~elected~~ appointed as described above, the board itself shall perform the duties required of the committee. The Board shall decide any tie votes of the ACC, but the ACC member who is also a Board member shall abstain from any such tie breaking votes of the Board

### FOURTH AMENDMENT

Article VI, Section 2(b) of the Declaration is hereby amended as follows:

(b) Building Type, Size and Location: All lots shall be used only for commercially built Recreational Vehicles (R.V.'s) except that 'Park model' homes and constructed "stick built" dwellings shall be expressly allowed as long as aluminum, ~~or painted wood,~~ (vinyl, and or PVC are discouraged) skirting is installed within six (6) months of the time such homes or dwellings are moved onto the lot. No R.V.'s, Park model homes or constructed "stick built" dwellings more than ten (10) years old will be permitted to enter the Park on an available lot unless expressly permitted by the Architectural Control Committee. The Association reserves the right to request that any R.V. 25 or more years old shall be required to leave the park unless expressly permitted to stay by the Architectural Control Committee. All R.V.'s, Park Models or constructed "stick built" dwellings shall be placed on the designated pad. No R.V. less than twenty-four (24) feet in length shall be permitted. No more than one (1) R.V., Park model or constructed "stick built" dwelling plus two (2) other parked vehicles will be permitted on any lot. No painting of the concrete around the RV, Park model or constructed "stick built" dwelling is permitted. In compliance with the fire codes, no circuit breakers on the power pedestals are to be locked up. All living areas of the R.V., Park model or constructed "stick built" dwelling must maintain at least six (6) foot separation between the home and the neighboring property line. No boat trailer, boat, or utility trailer shall be stored more than fourteen (14) total days per calendar quarter on any Lot within the development.

### FIFTH AMENDMENT

Article XII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Housing for Older Persons. A minimum of 80% of the Association dwellings must be occupied by at least one person age 55 or older, as more fully described in Article XIV-XV below.

#### SIXTH AMENDMENT

Article XII, Section 2 of the Declaration is hereby amended as follows:

Section 2. Residential Use. No owner shall occupy or use his home, or permit the same or any part thereof of his home to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owners lessees or guests. No commercial activities of any kind whatsoever shall be conducted in any residence or on any portion of the lot.

#### SEVENTH AMENDMENT

Article XII, Section 9 of the Declaration is hereby amended as follows:

Section 9. Leases.

(a) Deposit Required. Each owner, before leasing a lot in the Project, shall be required to deposit a bond with the Association in the amount of \$500.00 per lot so leased, hereafter referred to as the "Lessor's Bond." The Association shall retain each Lessor's Bond deposited with it for the purpose of immediately offsetting any fines or charges assessed against such lot by the Association for violations of this Declaration or the rules or regulations of the Association. Following any such offset, the Association may assess against the Owner the amounts of the fines in order to replenish the Lessor's Bond for that lot. The Association shall have all remedies for collection of such assessment in the same manner as other assessments, and as may be set forth elsewhere in the Declaration or applicable statute.

(b) Any Owner that is leasing a lot in the project on the date that this Amendment is recorded with the County Recorder shall have a period of sixty (60) days from such date to deposit the Lessor's Bond with the Association for any lot so leased. Failure of an owner to comply with this subsection shall subject such owner to a fine in the amount of \$50 per week beginning on the 61st day after this Amendment is recorded. The fine amount may be modified from time to time by the Board.

(c) Should an Owner cease to lease a lot, the Owner may notify the Association in writing and the Association shall return any unused portion of the Lessor's Bond back to the Owner within thirty (30) days of receipt of the written notice or of the moving out of the tenants, whichever occurs last. Nothing herein shall prevent an Owner from requiring a lessee to remit the Lessor's Bond or any part thereof to the Association; however, the Owner shall in all cases remain the primary obligor to the Association for remission and replenishment of the Lessor's Bond.

(d) Any lease agreement between a home owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of said Association, and all rules enacted and published by the Board of Trustees, and that any failure by lessee to comply with the terms of such documents and rules shall be a default under the lease. Furthermore, all leases shall be in writing and a copy of each signed lease shall be delivered to the office of the Association by the homeowner within 14 days of the signing of the lease. Failure to provide the Association with a copy of the signed lease shall subject the owner to fines and such owner shall be responsible for all costs and fees incurred by the Association in obtaining a copy of the signed lease.

#### **EIGHTH AMENDMENT**

Article XII, Section 12 of the Declaration is hereby amended as follows:

Section 12. Violation Constitutes a Nuisance. Any act or omission, whereby any restriction, condition, or covenant as set forth in this Declaration, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the Association or affected property owners through fines, actions at law, or otherwise, and such remedy shall be deemed to be cumulative and not exclusive. Furthermore, any act or omission which is proscribed as a criminal violation by any Local, State, or Federal law, if committed upon the Project is also declared to be and shall constitute a nuisance, and may be abated by the Association or affected property owners. Should a tenant of any owner commit such a criminal violation upon the Project, and be convicted of the same, then the Board of Trustees shall have the right to make written demand upon such owner for the eviction of said tenant from the project. Should the owner not take action to evict the tenant within thirty (30) days following the date of the Board's written demand, then the Board may take action to enforce its demand, including through imposition of fines upon the owner, in amounts as may be determined by the Board, or through action at law or equity against the owner or tenant or both, not inconsistent with the provisions of this Declaration.

#### **NINTH AMENDMENT**

Article XII, Section 14 of the Declaration is hereby amended as follows:

Section 14. Garbage and refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage is to be placed in dumpsters provided by the Association. No individual refuse containers are allowed. And no rubbish, trash, garbage, or other waste from outside the Project may be dumped in Association dumpsters. No littering or dumping of rubbish, trash, garbage or other waste is permitted upon common area or facilities. The Board of the Association shall have power to impose fines or penalties for the violation of this section, which shall be assessed against an Owner at any time such violation can be attributed to the Owner or his or her lessee, or the Owner's or Lessee's guests, visitors, or invitees.

### TENTH AMENDMENT

The following Sections 16 and 17 are hereby added to Article XII of the Declaration:

Section 16. Noise. No person in the Project shall make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise, or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the Project. The following acts when prolonged, unusual and unnatural in their time, place and use, may be considered a violation of this provision: horns, radios, stereos, televisions, loudspeakers, yelling or shouting, hitting or pounding on unit walls, exhausts, motor vehicles, drums or musical instruments, barking or other animal noises, construction equipment, or powered equipment of any kind. "Unusual or unnatural" with respect to time shall be deemed to mean the overnight hours from 9:00 p.m. To 8:00 a.m. each day, which shall be considered quiet time. The Board of the Association shall have power to impose fines or penalties for the violation of this section which shall be assessed against an Owner at any time such violation can be attributed to the Owner or his or her lessee's, or the Owner's or lessee's guest, visitors or invitees. The Board shall have the sole discretion in determining when and what noise levels are subject to a fine.

Section 17. Trailers and inoperable Vehicles. No trailer or inoperable vehicles shall be permitted to remain anywhere in the Project, including lots (whether vacant or occupied) and Common Areas and facilities, including parking areas, streets and walks, for more than fourteen (14) cumulative days per calendar quarter. For purposes of this section, "trailers" shall be broadly interpreted to include all trailers of all types, including, but not limited to, devices towed behind a vehicle for the transportation of personal watercraft, all-terrain or other vehicles, boats, motorcycles, horses or other animals, and bicycles. "Inoperable vehicle" shall mean and refer to any vehicle which either: (a) is not licensed or currently registered in the state in which it is licensed, or otherwise not legal for use on public roadways, or (b) cannot be driven from the Project under its own power. Parking for some vehicles may be permitted in the clubhouse facility parking area by obtaining a time-limited parking permit from the Association office, subject to the rules adopted by the Board to govern such permits, the Board of the Association shall have the right to have any offending vehicles towed from the Project at the Owner's sole expense, and shall have the power to impose fines or penalties for the violation of this section, either or both of which shall be assessed against an Owner at any time such violation can be attributed to the Owner or his lessee, or the Owner's or lessee's guest, visitor, or invitees.

### ELEVENTH AMENDMENT

Article XIII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Enforcement. The Association, or any owner or first mortgagee, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provisions of this Declaration, Bylaws or Articles of Incorporation or the Rules and Regulations. Specifically, the aggrieved party may seek to recover damages and for injunctive relief and the prevailing party shall be entitled to recover attorneys' fees and costs for such action. Furthermore, the Association shall be authorized to enact rules and regulations to

carry out the intent of this Declaration and its individual provisions, as well as to enact fines and penalties for the violation of this Declaration or the rules and regulations enacted. Fines and penalties assessed against any Owner shall be subject to the same methods of enforcement and collection as any other assessment authorized herein, without limitation. The violation of any terms of this Declaration by a Lot's Owner, occupant, guest, invitee, tenant, or visitor is subject to a fine levied against the Owner of such Lot. Failure by the Association to enforce any Covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any covenant, condition or restriction included herein is inconsistent or in conflict with restrictions set forth in the subdivision, building, zoning or other ordinances of the City of Washington, the ordinances shall govern so long as the restrictions contained in the ordinances are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the ordinances of the City of Washington, Owners shall be subject to the enforcement of the terms of this Declaration.

### TWELFTH AMENDMENT

Article XIV, Section 1 of the Declaration is hereby amended as follows:

Section 1. Amendment. This Declaration may be amended during the first twenty (20) year period by any instrument signed by not less than two-thirds (2/3) of the members, and thereafter, by an instrument signed by with the approval of not less than sixty percent (60%) of the members total votes of the Association, which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah. Prior to any material amendment to this Declaration, written notice shall be sent to all those holders of first mortgage liens that have requested such notice in advance, setting forth said amendment and advising them of the date that the members will vote on said amendment.

### CERTIFICATION

The President and Secretary hereby certify that at least sixty-seven percent (67%) of the members have approved the foregoing amendments and each of the foregoing amendments are hereby adopted by the Association.

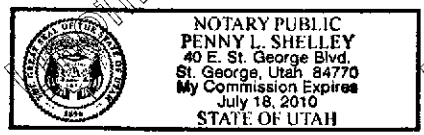
Dated this 30 day of March, 2010, ~~2009~~.

**CANYON BREEZE OWNERS  
ASSOCIATION**

By: Leon Hansen  
Its: President

Judy Boelter  
By:  
Its: Secretary

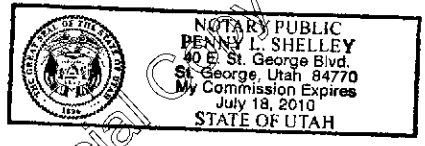
STATE OF UTAH )  
 )  
COUNTY OF Wash. ) :SS



Leon Hansen personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same. Subscribed and sworn to before me on this 30 day of March, 20 10.

Penny L. Shelley  
Notary Public

STATE OF UTAH )  
 )  
COUNTY OF Wash. ) :SS



Judy Boelter personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same. Subscribed and sworn to before me on this 30 day of March, 20 10.

Penny L. Shelley  
Notary Public