

**FIRST AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
SHADOWHAWK TOWNHOMES**

THIS AMENDMENT is made and executed this 26 day of March, 2014, by Garr & Lyle, a Utah limited liability company (the "Declarant"), with respect to the Declaration of Covenants, Conditions, and Restrictions of Shadowhawk Townhomes executed on the 5th day of August, 2013.

ARTICLE V. ASSESSMENTS shall be amended to include the following section:

10. **Working Capital Fund.** Upon acquisition of record title to a Unit by the first Owner thereof, other than Declarant, a contribution shall be made at closing by or on behalf of the purchaser to the working capital of the Association in an amount of \$250.00. Payment of this amount shall be in addition to, not in lieu of, the annual Unit Assessment and shall not be considered an advance payment of any assessment. The Association shall maintain the working capital funds in segregated accounts for repair, maintenance and replacement of those Common Areas which must be replaced on a periodic basis to meet unforeseen expenditures, unbudgeted maintenance or repairs or to acquire additional equipment or service for the benefit of the Members of the Association. These funds may also be used to initiate, fund, or replenish any separate reserve fund for the benefit of the Members of the Association. Such payments to this fund shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, or to make up any budget deficits.

ARTICLE XI. MISCELLANEOUS, Section 1 shall be amended to read in its entirety:

1. **Enforcement.** The Declarant, the Association, and any aggrieved Unit Owner shall have a right of action either, at law or in equity, against the Association, or any Unit Owner for any failure by such person or entity to comply with this Declaration, the Plat, the Articles, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations contemplated by this Declaration, the Plat, or the Articles. Failure by the Declarant, the Association or any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any claim against the Declarant for any alleged breach of any duty shall be settled by arbitration administered by the American Arbitration Association or any other dispute resolution service provider agreed to by the parties. The number of arbitrators shall be one. The place of arbitration shall be St. George, Utah. Utah law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

This First Amendment to Declaration of Covenants, Conditions, and Restrictions of Shadowhawk Townhomes is executed by Declarant on this 26 day of March, 2014

Garr & Lyle, LLC

By: Dennis Clark

Its: Managing Member

STATE OF UTAH)

COUNTY OF WASHINGTON)
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SUBSCRIBED AND SWORN TO before me this 26 day of March, 2014.

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A
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Brandi Stevens
NOTARY PUBLIC
Residing at St. George, Utah
8-9-2015 Commission Expiration