



When Recorded mail to:  
Ruesch & Reeve, PLLC  
86 N. 3400 W.  
Hurricane UT 84737

FIRST AMENDMENT TO THE RESTATED AND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LAVA BLUFF MANUFACTURED HOME PARK

This First Amendment to the Restated and Amended Declaration of Protective Covenants, Conditions, and Restrictions of Lava Bluff Manufactured Home Park (this "Amendment"), amends the following: (i) Restated and Amended Declaration of Covenants, Conditions and Restrictions of Lava Bluff Manufactured Home Park recorded in the records of the Washington County Recorder on March 23, 1999, as Entry No. 00640851, in Book 1327, beginning at Page 0325 (the "Declaration"); (ii) any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder. In the event of a conflict between the Declaration, the Bylaws or the Rules and Regulations for the LAVA BLUFF MANUFACTURED HOME PARK, this Amendment shall control.

This Amendment shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto. Namely, the property more particularly described in the attached Exhibit "A."

This Amendment is undertaken pursuant to Article XII, Section 3 of the Declaration, and was approved by the affirmative vote of at least two-thirds (2/3) of the membership votes of the Members on May 15, 2021, as set forth in the Declaration.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date").

**1. The following is to be inserted as Article VII, Section 14, of the Declaration:**

**14. Occupancy by Renters.** Notwithstanding anything to the contrary contained in the Declaration, the leasing of any Lot within LAVA BLUFF MANUFACTURED HOME PARK, shall be governed by this Article VII, Section 14, as amended hereby.

(a) **PURPOSE OF AMENDMENT.** IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN LAVA BLUFF MANUFACTURED HOME PARK, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN LAVA BLUFF MANUFACTURED HOME PARK, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE

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<sup>1</sup>(aka Lava Bluff Mobile Home Park)

NO LOT SHALL BE AVAILABLE TO BE LEASED, EXCEPT AS SPECIFICALLY PROVIDED BELOW.

(b) SALE OF LEASED LOT. Notwithstanding anything to the contrary herein, if an Owner sells the Owner's Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination.

(c) TERMS OF LEASE. Any agreement for the leasing or rental of a Lot (both above and hereafter referred to as a "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration (including the statement in Article VII, Section 7 of the Declaration regarding LAVA BLUFF MANUFACTURED HOME PARK being a fifty-five (55) and older community and therefore has certain age restrictions that must be complied with), this Amendment, the Articles, the Bylaws, the Rules & Regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to Lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, upon order of a court of competent jurisdiction to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against his lessee.

(d) NOTIFICATION OF LEASE. Immediately upon entering into a Lease an Owner shall furnish the Board with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, and (iii) any change in the address or telephone number of the Lot Owner. As soon as practicable after receiving such notification that an Owner has entered into a Lease, and no later than thirty (30) days upon receiving such notification, the Owners shall, and the Board may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents shall be binding on the lessee whether or not the Owner or the Board delivers the Governing Documents to the lessee.) In the event of a default under this subparagraph (h), the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) add such fines, costs and attorney's fees incurred in connection therewith to the monthly assessment against the Owner's Lot, and (iii) deem the Owner in violation and terminate all further rights of the Owner to Lease the Lot.

(e) APPLICATION TO LEASE LOT IN THE FUTURE. Those Owners not Leasing their Lot on the Amendment Date may file an Application to Lease with the Board in the form attached hereto as Exhibit B.

(k) ASSOCIATION RIGHT TO LEASE. The Board shall have the right to Lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Amendment.

(l) COMPLIANCE WITH GOVERNING DOCUMENTS AND DEFAULT. Any Owner who shall Lease his Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner Leases his Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceedings in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorneys fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

(m) POWER OF ATTORNEY. In the event an Owner fails to enforce the terms of that Owner's Lease and the covenants and conditions of this Amendment, such Owner hereby appoints the Association as its limited attorney in fact for the purposes of filing and prosecuting any proceeding in Unlawful Detainer/Eviction that the Association elects to commence pursuant to the terms of this Amendment.

(n) NOTICE. Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail, postage pre-paid, to the last address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address and any change in address.

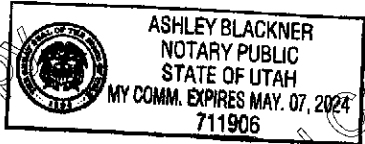
IN WITNESS WHEREOF, on the 23 day of JUNE, 2021, the President of the Association hereby certifies that the vote required by the Declaration for this Amendment has occurred.

Lava Bluff Owner's Association

Gary Marszk  
By: GARY MARSZK, President  
Board of Trustees

STATE OF UTAH )  
 : ss.  
County of Washington )

On the 23rd day of June, 2021, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the President of the Lava Bluff Owner's Association, the authorized individual empowered to sign this Amendment and that the Amendment was signed on behalf of said Association and said person acknowledged to me that said Association authorized the execution of same.



*Ashley Blackner*  
Notary Public

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Exhibit A  
(Legal Description)

**EXHIBIT A**

**Legal Description**

All of Lots 1 through 181, including any and all Common Area, as shown on the Official Plat for the Lava Bluff Mobile Home Park, recorded on the official records of the Washington County Recorder as Entry No. 298789, in Book 420, at Page 634; and

All of Lots A-D and Lots 49 and 50, as shown on the "Addendum to Lava Bluff Mobile Home Park" plat map, recorded on the records of the Washington County Recorder as Entry No. 434743, in Book 7331, at Page 132.

**EXHIBIT B**

**APPLICATION TO LEASE  
(LAVA BLUFF MANUFACTURED HOME PARK)**

**For an Owner not currently Leasing a Lot, such Owner may file an Application to Lease for that specific Lot. A separate Application to Lease must be filed for each Lot the Owner desires to Lease. The Application to Lease must be filed with the Board for the Lava Bluff Owner's Association, 3817 W 120 N # 347-14, HURRICANE, UT 84737-2708 (or such other place as the Board may designate).**

**APPLICATION INFORMATION**

**1. Names of Owners**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**2. Information on potential Lessee, if known**

- a. Names: \_\_\_\_\_
- b. Work: \_\_\_\_\_
- c. Mobile: \_\_\_\_\_
- d. Home: \_\_\_\_\_

**3. Telephone numbers of Owner**

- a. Home: \_\_\_\_\_
- b. Work: \_\_\_\_\_
- c. Mobile: \_\_\_\_\_

**4. Current address of Owner**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**5. Copy of Lease intended to be utilized.**

**6. Date Title to Lot was acquired (provide deed)**

**I/We the Owners Lot \_\_\_\_\_ hereby verify that the above information is true, accurate and complete and request that our Application to Lease be kept on file by the Board.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

DATE received by the Board: \_\_\_\_\_