

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COLORVIEW TOWNHOMES

WHEREAS, Dean T. Terry Investments, a Utah Corporation, hereinafter referred to as "Declarant" established the Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes and recorded the same in Book 351, at Pages 935-964, as Entry No. 262784, in the official records of the Washington County Recorder, State of Utah, and recorded the First Amendment to said Declaration in Book 352, at Pages 509-510, Entry No. 263065, and it being the Declarant's intention to record a second amendment of the Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes.

NOW THEREFORE, the Declarant, Dean T. Terry Investments, does hereby amend the amended Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes to read as follows:

I. Delete paragraph 3., Article VI, entitled Maintenance of Evaporative Coolers. Replace paragraph 3 of Article VI with the following:

3. Evaporative Coolers. Maintenance and repair of all evaporative coolers shall be the responsibility of the living unit owner upon which said cooler is located. Owners of living units with evaporative coolers may, at their option and sole expense, replace said evaporative coolers with refrigeration and/or heat pump units. The above notwithstanding, and in accordance with the intention to preserve the uniform and aesthetic nature of the project, the Association may, at its option contract and pay for the maintenance and/or repair of any or all of the evaporative coolers. In that event the Association shall be reimbursed by the living unit owner for the actual costs of such maintenance and/or repairs.

SOUTHERN UTAH TITLE

402 386-390

11.50

2.34

293882

11.50

Blue

II. Delete paragraph 4., Article VI, entitled Water, Sewer and Garbage Removal. Replace paragraph 4., of Article VI with the following:

4. Water, Sewer and Garbage Removal. The Association shall pay for garbage removal services furnished to each lot. Each lot owner shall pay for all utility services which are separately billed or metered to individual lots by the utility or other party furnishing such service, including but not limited to electricity, and minimum water and sewer charges.

III. Subparagraph (c) is added to paragraph 5., Article VI to read as follows:

5. (c) The Association shall, at its option, secure a policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of all buildings comprising the living units. The name of the insured under such policy shall be the owner of each living unit and respective mortgagees, as their interests may appear.

IV. Insert the following paragraph as paragraph 8., Article VI.

8. Maintenance of Pool and Pool Area. The Association shall be responsible for maintaining and repairing the pool and adjoining pool area, as part of the common area of the development, and shall assess lot owners for said maintenance pursuant to the provisions contained herein.

V. The following sentence shall be appended to paragraph 2., Article VII:

All backyard fenced areas which are visible to owners of adjacent living units shall be maintained in a clean and reasonable manner so as not to be visually offensive to the adjacent owners.

VI. Paragraph 11., Article VII, is hereby amended to read as follows:

11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept inside the living units, provided

that they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Such dogs, cats, or other household pets shall not be kept outside any living unit and shall only be allowed in the common areas on a lease and attended by an owner. In no event shall any animal or pet be permitted to occupy the fenced yard of the lots or be at large in the common areas. Nor shall any dog, cat, or other household pet be permitted to be kept in a living unit in such a manner as would result in an annoyance or obnoxious, by noise or otherwise, to other lot owners. The Declarant and the Association expressly reserve the right to enforce this provision by the laws and ordinances of the City of St. George and Washington County, and shall be fully protected and immune in so doing.

VII. Subparagraph (b); paragraph 2. Article X; is amended to read as follows:

2. (b) Declarant shall not effectuate any annexation of land which would cause a total number of living units existing on, or planned for, the property to exceed two hundred (200) total units or one hundred eighty-two (182) units in Phase II property;

VIII. The Declarant reserves the right to designate certain townhome units as "adult units". By so declaring, said units as designated in subsequent supplementary declarations and as have been designated in prior supplementary declarations shall be subject to such restrictions as are included in said supplementary declarations to the effect that at no time shall a person under such age as shall be designated be a resident of any living unit. Notwithstanding the above, guests of the owners of adult units, under the designated age, shall be permitted to reside in said living units on a temporary basis, as a visitor of the owner of said adult unit. This restriction shall be binding upon any purchaser of a Colorview Townhomes lot and living unit, its successors, assigns, tenants, and sub-tenants and shall be perpetual in nature and shall run with the land. Violation of this restriction shall subject the owner of said lot and living unit to the disciplinary provisions contained in the Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes, as herebefore recorded.

In conjunction with the above provision and by way of ratification, unit numbers 39 through 63, as have been declared by prior supplementary declarations, are hereby designated as adult units.

AMENDMENT

IX. In conjunction with the foregoing amendments, the description of Phase II property contained in Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes, is hereby amended to include the following parcels of property as described in Exhibit "A" attached hereto and made a part herein by this reference.

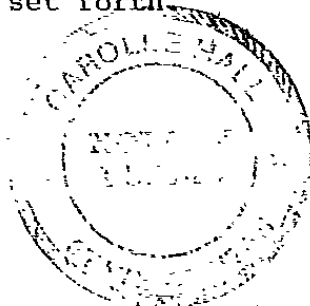
Except as herein amended, or amended by prior amended or supplementary declaration, the Declaration of Covenants, Conditions and Restrictions of Colorview Townhomes remains unchanged.

DATED this 12 day of FEB, 1986.

DEAN T. TERRY INVESTMENTS

By Dean T. Terry, President  
Dean T. Terry, President

SUBSCRIBED and SWORN to before me this 12 day of February, 1986, by Dean T. Terry, President of Dean T. Terry Investments, a Utah Corporation who personally appeared before me and signed the foregoing document for purposes therein set forth.



Carollee Hall  
NOTARY PUBLIC

Residing at: St. George, Ut.

My Commission Expires:

5-31-86

PARCEL 1: BEGINNING at a point South  $0^{\circ}49'$  East 17.28 feet along the Section line from the Northwest Corner of Section 23, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South  $0^{\circ}49'$  East 148.50 feet; thence North  $89^{\circ}29'$  East 400.0 feet along a line which is parallel to and 165.78 feet from the North line of said Section 23; thence North  $0^{\circ}49'$  West 148.50 feet; thence South  $89^{\circ}29'$  West 400.0 feet, to the Point of Beginning.

EXCEPTING therefrom that portion conveyed to the City of St. George for Dixie Downs Road and for 950 North Street.

PARCEL 2: BEGINNING at a point South  $0^{\circ}49'$  East 17.28 feet along the Section line and North  $89^{\circ}27'50''$  East 400.0 feet along a line which is parallel to the North line of the Section from the Northwest Corner of Section 23, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}27'50''$  East 100.0 feet; thence South  $0^{\circ}49'$  East 148.50 feet; thence South  $89^{\circ}27'50''$  West 100.0 feet; thence North  $0^{\circ}49'$  West 148.50 feet, to the Point of Beginning.

EXCEPTING therefrom that portion conveyed to the City of St. George for 950 No. Street

PARCEL 3:

BEGINNING at a point North  $0^{\circ}09'$  West 534.60 feet along the Section line and North  $89^{\circ}27'50''$  East 949.21 feet from the Southwest Corner of Section 14, Township 42 South Range 16 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}27'50''$  East 222.72 feet; thence North  $0^{\circ}09'49''$  West 120.00 feet; thence South  $89^{\circ}27'50''$  West 207.76 feet to a point of a 15.00 foot radius curve to the left; thence Westerly and Southerly 23.46 feet along the arc of said curve; thence South  $0^{\circ}08'$  East 105.105 feet to the point of beginning.

PARCEL 4:

BEGINNING at the Southeast Corner of Dixie Sunshine Village Plat C, said point being North  $0^{\circ}09'$  West 534.60 feet along the Section Line and North  $89^{\circ}27'50''$  East 328.00 feet from the Southwest Corner of Section 14, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence North  $89^{\circ}27'50''$  East 571.21 feet to a point on the West line of 1725 West Street; thence North  $0^{\circ}08'$  West 110.00 feet along an extension to the North of the West line of 1725 West Street; thence South  $89^{\circ}27'50''$  West 571.595 feet to a point on the East line of Dixie Sunshine Village Plat C; thence South  $0^{\circ}20'$  East 110.00 feet along said East line to the point of beginning.