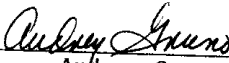


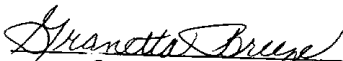
NOTICE OF AMENDMENT
DECLARATION OF CONDOMINIUM
OF
SPORTS VILLAGE CONDOMINIUMS

Notice is hereby given and recorded that a homeowners meeting was legally noticed and called for the purpose of considering amendments to the Declaration of Condominium of the Sports Village Condominiums, hereinafter referred to as the Declaration.

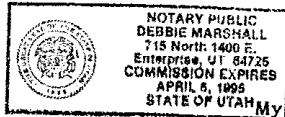
This meeting was held on November 30, 1991 in the Sports Village Condominiums Clubhouse at 1605 W. Village Road in St. George, Utah; at 9:00 am. President of the Association, Granetta Breeze, conducted this meeting. A quorum was ruled to be present, either in person or by proxy, and the attached amendments were considered and voted on. (Note: A previous meeting had been held at which a quorum was not ruled to be present.)

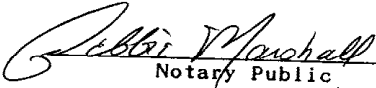
The attached amendments passed unanimously and are hereby incorporated into the Declaration.


Audrey Gruno
Secretary of
Sports Village Condominium
Owners Association


Granetta Breeze
President of
Sports Village Condominium
Owners Association

On the 31st of January, 1992; Audrey Gruno and Granetta Breeze signed the above Notice of Amendment.




Notary Public
commission expires: 4/5/95

THIS AMENDMENT REPLACES PAGES 249 and 261 OF BOOK 296, DOCUMENT 231254, RECORDED WITH THE WASHINGTON COUNTY RECORDER, STATE OF UTAH. DOCUMENT ORIGINALLY RECORDED ON SEPTEMBER 17, 1981.

0399019 Bk 0640 Pg 0190

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1992 FEB 03 13:04 PM FEE \$9.00 BY JLJ
REQUEST: SPORTS VILLAGE HOME OWNERS

(7) The common areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to living units. ~~No admission fees, Any fees, charges for use, leases, or other income-generating arrangements charged for use, leases, or other income-generating arrangements of shall be used expressly and only for purchases related to the amenities, any type shall be employed or entered into with respect to any maintenance, and/or repairs of the same. portion of the common areas, provided, however, that for a period of not less than three (3) years from the effective date of this Declaration and until 60% of the units have been conveyed to purchasers, Declarant reserves the right to permit persons not owning lots or occupying living units in the Development to use the recreational facilities thereof upon payment of such admission fees or charges as the Association shall determine to be appropriate.~~

(8) No part of the Property shall be used for any commercial, manufacturing, merchantile, ~~storing, vending,~~ or other such non-residential purposes. ~~Declarant, its successors or assigns, may use the Property for a model home site display, and may use, including, but not limited to, the lounge area of the clubhouse, as a sales office during the construction and sales period.~~

(9) No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot advertising the property for sale or rent except signs used by Declarant, its successors or assigns, to advertise the property during the ~~construction and sales period.~~

231254 (10) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit, except that dogs, cats or other household pets may be kept in the units provided they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Unit Owners. All pets must be kept in the units or on a leash when in the common areas.

(11) All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

(12) Notwithstanding the restrictions contained herein, for the seven year period following the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it and any part of the common areas reasonably necessary or appropriate, including, but not limited to, the lounge area of the Clubhouse as a sales office, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to

(2) All policies shall be written by a company holding a rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed in the State of Utah.

(3) The Association shall have the authority to adjust losses.

(4) ~~Notwithstanding any provision herein to the contrary, insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees.~~ Notwithstanding any provision herein to the contrary, insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees. In the event of loss or damage beyond the confines of that unit, insurance held by the individual

(5) Each policy of insurance obtained by the unit owner shall be considered the primary coverage. "Unit" as used herein shall include the property of each homeowner as defined under "unit" in this Declaration. ~~the insurer's subrogation rights with respect to the Association, the owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular owner or owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the owners.~~ Association shall, if reasonably possible, provide a waiver of the insurer's subrogation rights with respect to the Association, the owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular owner or owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the owners.

(6) Notwithstanding any provisions to the contrary herein, so long as the mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a unit in the development or owns a unit, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the mortgagee or its designee.

(7) Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of trustees, officers, manager, employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall:

(a) name the Association as an obligee as the name insured;

(b) be written in an amount ^{not less than \$25,000.00;} ~~sufficient to provide protection which is in no event less than one and one half (1-1/2) times the Association's estimated annual operating expenses and reserves;~~

(c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and

(d) provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to all first mortgagees of units.

(8) Mortgage Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause