

WHEN RECORDED MAIL TO:

Bryan J. Pattison  
DURHAM JONES & PINEGAR  
192 East 200 North, 3rd Floor  
St. George, Utah 84770

00968135 Bk 1784 Pg 1319  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2005 AUG 31 08:28 AM FEE \$40.00 BY SW  
FOR: DURHAM JONES & PINEGAR

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF  
HIDDEN VALLEY HEIGHTS**

THIS IS AN AMENDMENT TO the **Declaration of Covenants Conditions and Restrictions of Hidden Valley Heights** (hereafter "Declaration"), which was recorded on the 17th day of August, 2004, as Entry No. 00895718, in Book 1663, at pages 0223-0250 in the records of the Washington County Recorder, and was amended on April 7, 2005, which amendment was recorded in the in the records of the Washington County Recorder on April 7, 2005 as Entry No. 00937017, in Book 1730, at pages 1451-1462. The Declaration, and any amendments, supplements, or annexations thereto affects the following described property in Washington County, Utah:

*See Exhibit A attached hereto and incorporated herein by this reference*

This Amendment is made pursuant to Article 13, which gives the Declarant unilateral authority to amend the Declaration. Pursuant to its authority, Declarant amends the Declaration as follows.

**Amendment Recitals**

A. Declarant, as the original developer of Hidden Valley Heights, has at all times intended to protect the value and desirability of the Property as a harmonious and attractive residential community and has attempted to avoid any deterioration of the same into a transient-apartment like community.

B. Use and experience have revealed that a higher percentage of violations of the covenants, conditions, and restrictions and Rules and Regulations are the result actions of tenants, as opposed to Owners, and that enforcing such violations directly against Owners has caused an increased administrative burden on the Association, in terms of time and costs. Additionally, use and experience have revealed that the transient nature of rentals have increased the administrative burden on the Association in terms of time and costs; all of which are to the detriment of the Entire Membership, and contrary to Declarant's intent.

C. In light of the foregoing, and to further Declarant's original intent, and to protect protect the value and desirability of the Property as a harmonious and attractive residential community, Declarant amends the Declaration as set forth below.

AMENDMENTS

Article 10 of the Declaration is hereby amended in its entirety to provide as follows:

ARTICLE 10  
LEASES

10.1. Leasing Restrictions. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by tenant/lessee/renter to comply with the terms of such documents shall be a default under the lease. An Owner who enters into a lease or rental agreement must notify the Board of the same, in writing, within fifteen (15) days after execution of the lease or rental agreement and along with such notification must provide to the Board a copy of the lease or rental agreement. An Owner must comply with the foregoing notice provision for each tenant with which it enters into a lease or rental agreement and for each renewal of any existing lease or rental agreement. Units may be leased only in their entirety. There shall be no subleasing of Units or assignment of leases without prior written approval of the Board. To further Declarant's intent, as set forth above, Owners may only lease their Units to Single Families. For purposes of this Article 10, the term "*Single Family*" means an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four persons who maintain a single housekeeping unit within the Unit. Any lease or rental agreement, whether an initial agreement or any renewal thereof, shall provide for a minimum lease term of not less than sixth (6) months; *provided* however that the Board shall have the power to allow leases for a term of less than six months upon a showing by the Owner that such a lease is required to avoid undue hardship.

10.2. Enforcement Against Owner. Notwithstanding any other rights of enforcement under the Declaration, the Bylaws of the Association, all Rules and Regulations enacted by the Board of Directors, or by applicable law, the Association may impose a fine, not to exceed fifty percent (50%) of the amount of the maximum annual assessment, on the Owner, which shall constitute a lien upon such Owner's Lot and shall be added to the annual assessment for that Owner's Lot as provided in Article 4, for each violation by Owner's tenant/lessee/renter of the Declaration, the Bylaws of the Association or any Rules or Regulations enacted by the Board of Directors. Such fine shall be imposed after a ten (10) day notice is given to the Owner of such violation. The Association may impose an additional fine on the Owner for each day such

violation continues after the ten (10) day notice period provided herein, which additional fines shall constitute a lien upon such Owner's Lot and shall be added to the annual assessment as provided in Article 4. The Association need not provide any additional notice prior to fining an Owner for a continuing violation.

10.3. Enforcement of Lease by Association. Any lease or rental agreement for any Unit within the Property shall include the following language, and, if such language is not expressly contained in such lease or rental agreement, the Owner leasing his Unit hereby agrees that such language shall be deemed incorporated into the lease:

Any violation of the Declaration of Covenants, Conditions, and Restrictions of Hidden Valley Heights ("Declaration") and/or any rules and regulations adopted pursuant thereto (collectively "**Violations**"), by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Utah law. The Owner hereby delegates and assigns to the Board of Directors of the Hidden Valley Heights Owners Association power and authority of enforcement against the lessee for breaches resulting from any Violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Board proceeds to evict the lessee, any costs, including reasonable attorney fees, court costs, and any other expenses incurred by the Association associated with the eviction shall be an assessment and lien against the Unit.

10.4. Crime Free Lease Addendum. In addition to the provisions set forth herein, each lease or rental agreement shall have attached and incorporated the "Crime Free Lease Addendum" which requires the tenant to certify the Unit it is leasing will not be used for any criminal activities as set forth therein and that the tenant will not engage in any criminal behavior as defined therein. The Crime Free Lease Addendum shall be made available to Owners by the Board or its designee.

10.5. Cumulative Nature of Remedies. The remedies provided in this Article 10 are cumulative and in addition to any remedies provided in this Declaration or at law or in equity.

10.6. Administrative Fee. The Board may establish a monthly administrative fee that it may levy against Owners who lease their Units or do not occupy their Units as a primary residence. The administrative fee shall not exceed twenty percent (20%) of the amount of the monthly assessment. The

Board shall provide thirty days prior written notice of the amount of such administrative fee prior to levying the same against an Owner. The administrative fee shall constitute a lien upon such Owner's Lot and shall be added to the annual assessment as provided in Article 4.

**Section 16.1 of the Declaration is hereby amended in its entirety to provide as follows:**

16.1 Enforcement.

16.1.1 *Authority.* The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any Rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant, condition, restriction, or rule or regulation, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association, the Declarant, or of any Owner to enforce any covenant or restriction herein contained or any Rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any Rule of the Association, the party against whom enforcement is sought shall pay to the Association, the Declarant, or enforcing Owner reasonable attorney fees.

16.1.2 *Fines and Penalties.* The Board may levy a fine or penalty not to exceed, for each violation, fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of this Declaration or any Rule of the Association. The Board shall provide three (3) days written notice and opportunity for the Owner to cure the violation prior to levying such fine or penalty. For purposes of this section, any violation that continues after the three-day cure period constitutes a separate violation for each day the violation continues. The Board may establish a longer cure period on a case-by-case basis. No further notice is required to levy fines against an Owner for a continuing violation. No further notice is required to levy fines against an Owner for his violation of any provision of the Declaration or any Rule or Regulation which the Owner has previously violated and been fined. Any fine or penalty levied by the Board shall be recoverable by the Association as an assessment under and in accordance with Article 4. Notwithstanding the foregoing, the Board shall have the discretion to establish a schedule of minor violations for which no notice

or cure period is needed; *provided* however, that the fine for such violations shall not exceed for each violation, five percent (5%) of the amount of the maximum annual assessment.

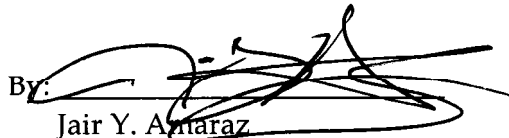
**Section 4.4(a) of the Declaration is hereby amended to provide as follows, all other provisions of section 4.4 shall remain the same:**

4.4(a) From and after the date referred to above the maximum annual assessment shall be increased each year by ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership.

*Prospective Application of Amendments.* The amendments set forth herein shall have only prospective application to those leases entered into by Owners and their tenants and to those violations that occur after the date of recording of this Amendment; *provided, however,* that the extension or renewal of any lease or rental agreement which occurs after the recording of this Amendment shall be subject to the provisions hereof.

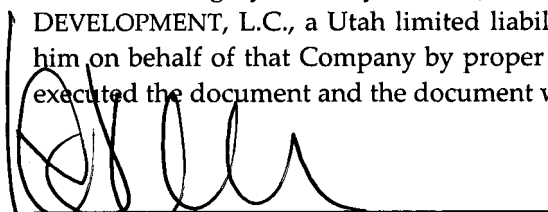
IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 29<sup>th</sup> day of August, 2005.

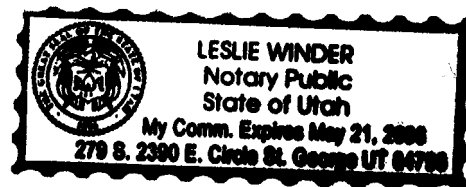
DECLARANT  
Salisbury Development, L.C.

By:   
Jair Y. Amaras

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 29<sup>th</sup> day of August, 2005, before me personally appeared Jair Y. Amaras whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is an authorized agent of SALISBURY DEVELOPMENT, L.C., a Utah limited liability company and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

  
NOTARY PUBLIC



**EXHIBIT A**

**[Legal Description]**



## **LARSEN & MALMQUIST, INC.**

**CONSULTING ENGINEERS AND LAND SURVEYORS**

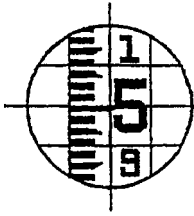
1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Revised  
Legal Description  
For Phase One of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point North  $36^{\circ}35'04''$  West 501.62 feet from the Southeast corner of Section 7, Township 43 South, Range 15 West Salt Lake Base and Meridian and running thence North  $50^{\circ}01'38''$  West 81.92 feet; thence North  $64^{\circ}46'42''$  West 287.39 feet to the Easterly line of Hidden Valley Drive, a publicly dedicated street; thence North  $25^{\circ}13'18''$  East along said Easterly line 387.46 feet; thence South  $64^{\circ}58'01''$  East 321.71 feet; thence South  $27^{\circ}50'32''$  West 123.49 feet; thence South  $51^{\circ}04'54''$  East 66.40 feet; thence South  $24^{\circ}41'16''$  West 206.94 feet; thence South  $39^{\circ}17'52''$  West 65.33 feet to the point of beginning.

Contains 140,508.79 sq.ft. or 3.22 acres



## **LARSEN & MALMQUIST, INC.**

**CONSULTING ENGINEERS AND LAND SURVEYORS**

1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

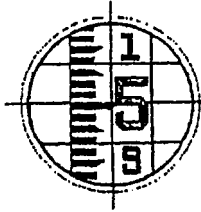
**Legal Description  
For Phase Two of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point North 19°32'40" West 909.69 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North 64°58'01" West 168.10 feet to a point on the Easterly line of Hidden Valley Drive, a publicly dedicated street; thence North 25°13'18" East along said East line 434.24 feet to a point of a 24.00 foot radius curve to the right, the radius point of which bears South 64°46'42" East, said point also being on the Southerly line of Brigham Road, a publicly dedicated street; thence Easterly along said Southerly line the following (3) courses: thence Northeasterly along the arc of said curve 17.24 feet through a central angle of 41°09'49"; thence South 59°18'00" East 119.11 feet to a point of a 950.00 foot radius curve to the right, the radius point of which bears South 30°42'00" West; thence Easterly along the arc of said curve 40.01 feet through a central angle of 2°24'48"; thence South 56°53'12" East 230.01 feet; thence South 32°50'01" West 154.25 feet; thence North 57°42'16" West 100.39 feet; thence South 32°36'16" West 70.91 feet; thence South 14°42'01" West 20.36 feet; thence South 46°10'30" West 160.16 feet; thence North 64°58'01" West 41.31 feet; thence South 25°01'59" West 21.30 feet to the point of beginning.

Contains: 127,932 sq.ft. or 2.9 acres





## **LARSEN & MALMQUIST, INC.**

**CONSULTING ENGINEERS AND LAND SURVEYORS**

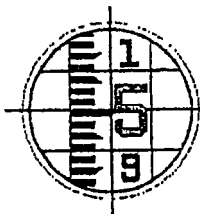
1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Revised  
Legal Description  
For Phase Three of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point North  $12^{\circ}19'31''$  East 766.97 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North  $85^{\circ}07'31''$  West 144.73 feet; thence North  $19^{\circ}13'19''$  West 142.23 feet; thence North  $57^{\circ}12'23''$  West 136.83 feet; thence North  $14^{\circ}42'01''$  East 20.36 feet; thence North  $32^{\circ}36'16''$  East 70.91 feet; thence South  $57^{\circ}42'16''$  East 100.39 feet; thence North  $32^{\circ}50'01''$  East 154.25 feet to a point on the Southerly line of Brigham Road, a publicly dedicated street; thence along said Southerly line the following (2) courses: thence South  $56^{\circ}53'12''$  East 239.26 feet to a point of a 1510.48 foot radius curve to the right, the radius point of which bears South  $33^{\circ}06'48''$  West; thence along the arc of said curve 138.81 feet through a central angle of  $5^{\circ}15'55''$  to a point on a 24.00 foot non-tangent curve to the right, the radius point of which bears North  $87^{\circ}40'38''$  West; thence Southwesterly along the arc of said curve 15.40 feet through a central angle of  $36^{\circ}45'18''$  to a point on a 1141.51 foot radius reverse curve to the left, the radius point of which bears South  $50^{\circ}55'20''$  East, said point also being on the Westerly line of 840 East Street, a publicly dedicated street; thence along the arc of said curve and said Westerly line 190.23 feet through a central angle of  $09^{\circ}32'54''$ ; thence North  $60^{\circ}28'13''$  West 100.60 feet; thence South  $23^{\circ}47'33''$  West 46.78 feet to the point of beginning.

Contains: 109,523 sq.ft. or 2.5 acres



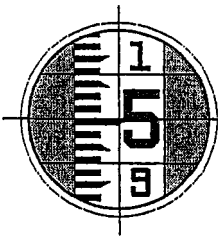
**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS AND LAND SURVEYORS**  
 1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Revised**  
**Legal Description**  
**For Phase Four of the**  
**Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point on the Westerly line of 840 East Street, a publicly dedicated street, said point being North 18°30'48" East 533.13 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North 73°25'29" West 62.34 feet; thence South 64°22'36" West 47.22 feet; thence North 89°23'46" West 42.68 feet; thence North 25°37'24" West 69.83 feet; thence North 65°34'10" West 68.57 feet to a point on a 232.00 foot radius non-tangent curve to the left, the radius point of which bears North 87°47'18" West; thence Northwesterly along the arc of said curve 229.26 feet through a central angle of 56°37'07"; thence North 64°58'01" West 153.61 feet; thence North 25°01'59" East 21.30 feet; thence South 64°58'01" East 41.31 feet; thence North 46°10'30" East 160.16 feet; thence South 57°12'23" East 136.83 feet; thence South 19°13'19" East 142.23 feet; thence South 85°07'31" East 144.73 feet; thence North 23°47'33" East 46.78 feet; thence South 60°28'13" East 100.60 feet to a point on a 1141.51 foot radius non-tangent curve to the left, the radius point of which bears South 60°28'13" East, said point also being on the Westerly line of said 840 East Street; thence along the arc of said curve and said Westerly line 258.09 feet through a central angle of 12°57'16" to the point of beginning.

Contains: 106,068.78 sq.ft. or 2.43 acres

**LARSEN & MALMQUIST, INC.****CONSULTING ENGINEERS AND LAND SURVEYORS**

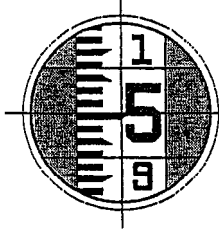
1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Revised  
Legal Description  
For Phase Six of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point North  $41^{\circ}04'36''$  West 302.88 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North  $64^{\circ}22'48''$  West 136.19 feet; thence North  $48^{\circ}07'43''$  West 185.61 feet; thence North  $24^{\circ}23'34''$  East 81.98 feet; thence South  $64^{\circ}46'42''$  East 71.20 feet; thence South  $50^{\circ}01'38''$  East 81.92 feet; thence North  $39^{\circ}17'52''$  East 65.33 feet; thence North  $24^{\circ}41'16''$  East 206.94 feet; thence North  $51^{\circ}04'54''$  West 66.40 feet; thence North  $27^{\circ}50'32''$  East 123.49 feet to a point on a 232.00 foot radius curve to the right, the radius point of which bears South  $35^{\circ}35'35''$  West; thence along the arc of said curve 229.26 feet through a central angle of  $56^{\circ}37'07''$ ; thence South  $65^{\circ}34'10''$  East 68.57 feet; thence South  $25^{\circ}37'24''$  East 16.48 feet; thence South  $24^{\circ}32'12''$  West 170.41 feet; thence South  $15^{\circ}03'54''$  West 123.08 feet; thence South  $63^{\circ}11'12''$  West 109.20 feet to the point of beginning.

Contains: 108,379.72 sq.ft. or 2.48 acres

**LARSEN & MALMQUIST, INC.****CONSULTING ENGINEERS AND LAND SURVEYORS**

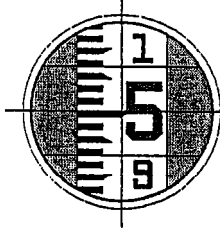
1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Legal Description  
For Phase Seven of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7 and the Northeast Quarter of Section 18, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point on the Northerly line of Desert Hills Drive said point being South  $01^{\circ}11'39''$  West along the section line 24.23 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence Southwesterly along said Northerly line the following (4) courses: thence North  $88^{\circ}45'24''$  West 25.06 feet; thence North  $88^{\circ}46'45''$  West 69.33 feet to a point of a 433.00 foot radius curve to the left, the radius point of which bears South  $01^{\circ}13'15''$  West; thence Southwesterly along the arc of said curve 334.87 feet through a central angle of  $44^{\circ}18'39''$ ; thence South  $46^{\circ}54'38''$  West 73.81 feet; thence North  $43^{\circ}05'22''$  West 276.73 feet; thence North  $00^{\circ}00'05''$  West 57.95 feet; thence North  $46^{\circ}59'56''$  East 85.05 feet; thence North  $20^{\circ}18'27''$  East 94.85 feet; thence North  $24^{\circ}23'34''$  East 212.37 feet; thence South  $48^{\circ}07'43''$  East 185.61 feet; thence South  $64^{\circ}22'48''$  East 136.19 feet; thence South  $11^{\circ}13'46''$  West 100.60 feet; thence South  $88^{\circ}02'08''$  East 154.38 feet; thence South  $23^{\circ}14'38''$  East 161.70 feet to the point of beginning.

Contains: 183,949 sq. ft. or 4.2 acres



# LARSEN & MALMQUIST, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

1574 West 1700 South • Salt Lake City, Utah 84104 • (801) 972-2634

**Legal Description  
For Phase Eight of the  
Hidden Valley Townhomes P.U.D.**

A parcel of ground located in the Southeast Quarter of Section 7, the Southwest Quarter of Section 8, the Northeast Quarter of Section 18, and the Northwest Quarter of Section 17, Township 43 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point on the Northerly line of Desert Hills Drive, said point also being South  $01^{\circ}11'39''$  West along the section line 24.23 feet from the Southeast Corner of Section 7, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North  $23^{\circ}14'38''$  West 161.70 feet; thence North  $88^{\circ}02'08''$  West 154.38 feet; thence North  $11^{\circ}13'46''$  East 100.60 feet; thence North  $63^{\circ}11'12''$  East 109.20 feet; thence North  $15^{\circ}03'54''$  East 123.08 feet; thence North  $24^{\circ}32'12''$  East 170.41 feet; thence South  $25^{\circ}37'24''$  East 53.35 feet; thence South  $89^{\circ}23'46''$  East 42.68 feet; thence North  $64^{\circ}22'36''$  East 47.22 feet; thence South  $73^{\circ}25'29''$  East 62.34 feet to a point on a 1141.51 foot non-tangent curve to the left, the radius point of which bears South  $73^{\circ}25'29''$  East, said point also being on the Westerly line of 840 East Street; thence Southerly along said Westerly line the following (3) courses: thence Southerly along the arc of said curve 305.75 feet through a central angle of  $15^{\circ}20'47''$ ; thence South  $01^{\circ}13'44''$  West 206.20 feet to a point of a 25.00 foot radius curve to the right, the radius point of which bears North  $88^{\circ}46'16''$  West; thence Westerly along the arc of said curve 39.27 feet through a central angle of  $90^{\circ}00'00''$ ; thence North  $88^{\circ}45'24''$  West 92.68 feet to the point of beginning.

Contains: 119,517 sq. ft. or 2.7 acres