

# SOUTHERN UTAH TITLE COMPANY

*"Doing good Deeds for over 60 years"*

## CC&R's for SPORTS VILLAGE 4 BLDG 14

Provided by	Southern Utah Title Company
Recipients	Sue
Date	10/18/2017

*You have requested the company provide a preliminary draft disclosure of Covenants, Conditions and Restrictions (CC&Rs) for the above-name subdivision. Attached is the information in our file which pertains to or is associated with CC&R's which is being provided as a courtesy and without cost. The documents have not been verified or examined. A more thorough examination of the county records may disclose more or less information through an insured product at a cost to you, but you have not requested one and one is not being provided. Rely on the information at your own risk. You may want to contact the home owner's association, its officers, managers, or directors, for a complete list of all of the CC&Rs or seek legal advice regarding the effect of the CC&Rs on you.*

REQUEST SOUTHERN UTAH TITLE

FORM 296 PAGE 240-302

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HERBERT R. HENNING  
WASHINGTON COUNTY RECORDER  
BY [Signature]

DECLARATION OF CONDOMINIUM  
OF  
SPORTS VILLAGE CONDOMINIUMS

PHASE I  
A Condominium Project

THIS DECLARATION OF CONDOMINIUM, containing covenants, conditions and restrictions relating to Sports Village Condominiums, Phase I, a Condominium Project, is made on the date set forth at the end hereof by the record title holders of said land as hereinafter set forth as the Declarants and Owners of all of the undivided interest in the common areas and facilities of the Project, pursuant to the Declaration and the Condominium Ownership Act of the State of Utah.

RECITALS

A. Declarant is the owner of all the undivided interest in the common areas and facilities of the first phase of the Project located in Washington County, State of Utah, upon the real property described at Exhibit "A" hereto, hereby incorporated by reference.

B. The Declarants state that they plan to submit the above described real property and said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project.

C. Declarants desire and intend to sell fee title to the individual units contained in said Condominium Project together with undivided ownership interest in the common areas and facilities appurtenant thereto to various purchasers, subject to covenants, limitations, and restrictions contained herein.

D. Declarant desires to provide for preservation and enhancement of the property values and amenities of the Property and for maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, the Declarant desires to subject the Property described above of this Declaration to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.

E. Declarant deems it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the common areas, to collect and disburse the

assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah as a nonprofit corporation, SPORTS VILLAGE CONDOMINIUM OWNERS ASSOCIATION.

F. Declarant intends to annex Phase II Land whose Owners will become Members of the Association and will be entitled and subject to all rights, powers, privileges, covenants, restrictions, easements, charges, and liens hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

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DECLARATION

NOW, THEREFORE, for such purpose, Declarants hereby make the following Declaration containing covenants, conditions, restrictions relating to the Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Condominium Project: The name by which the Condominium Project shall be known is Sports Village Condominiums, Phase I.

2. Definition: The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and given in this Section 2 unless the context otherwise requires.

(a) The Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, as amended, Sec. 57-8-1, et. seq., as the same may be amended from time to time.

(b) Association of Unit Owners or Association shall mean and refer to the Sports Village Condominium Owners Association, a not-for-profit corporation, of which all of the unit owners are members. A copy of the Articles are attached hereto as Exhibit "B". The Association shall be governed in accordance with the Articles, Declaration and Bylaws.

(c) Common Areas and Facilities shall mean and refer to:

- (1) The above-described land;
- (2) That portion of the property not specifically included in the respective units as herein defined;
- (3) All foundations, columns, girders, beams, supports, mainwalls, roofs, stairways, exterior walkways, driveways, streets, such recreational areas and facilities as may

be provided, yards, fences, service and parking areas and entrances and exists, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the common areas and facilities or normally in common use;

(4) These areas specifically set forth and designated in the Map as "Common Ownership" or "Common Area"; and

(5) All common areas and facilities as defined in the Act, whether or not expressly listed herein.

(d) Common Expenses shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules and regulations pertaining to the Condominium Project as the Association of unit owners or the Board of Trustees may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Board of Trustees.

(e) Condominium shall mean and refer to the ownership of a single unit in this Condominium Project, together with an undivided interest in the common areas and facilities of the Project.

(f) Condominium Project or sometimes the Project shall mean and refer to Sports Village Condominiums Project, as defined above, together with all rights, obligations and organizations established by this Declaration.

(g) Declarants shall mean Green Valley Development Company, a Utah Corporation, which has made and executed this Declaration, and/or its successors which, by either operation of law or through voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did their predecessors.

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(h) Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those common areas and facilities designated herein or on the Map as reserved for the use of a certain unit to the exclusion of the other units including some of the parking stalls and carports which are included within the Project.

(i) Board of Trustees or Trustees shall mean and refer to the Trustees as provided in the Declaration and the Bylaws attached hereto as Exhibit "C" (which Bylaws are hereby incorporated by reference and made a part of this Declaration). Said Trustees are charged with and shall have the responsibility and authority to make and enforce all the reasonable rules and regulations covering the operation and maintenance of the Project.

(j) Manager shall mean and refer to the person, persons or corporation selected by the Board of Trustees to manage the affairs of the Condominium Project.

(k) Map shall mean and refer to the Record of Survey Map of Sports Village Phase I, recorded concurrently herewith by the Declarants.

(l) Mortgagee shall mean and include both the mortgagee under a first mortgage and/or unit and the beneficiary under a first deed of trust on any unit and shall also include the Declarants.

(n) Unit shall mean and refer to one of the units designated as a unit on the Map. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning and compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the unit and serving only the unit, and any structural members of any other property of any kind, including fixtures and appliances within any unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

231254 (o) Unit Number shall mean and refer to the number, letter or combination thereof designating the unit in the Declaration as hereinafter set forth in the Map.

(p) Unit Owner or Owner shall mean the person or persons owning a unit in the Project in fee simple and an undivided interest in the fee simple estate of the common areas and facilities as shown in the records of the County Recorder of Washington County, State of Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term unit owner or owner shall not mean or include a mortgagee or beneficiary or a trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(q) Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.

(r) Plat shall mean and refer to Phase I portion of the plat also known as the Record of Survey Map of the Sports Village Condominium Phase I, consisting of 5 pages, executed and acknowledged by Declarant, prepared and certified by a registered Utah Land Surveyor, and recorded in the office of the County Recorder of Washington County, Utah, on the 17th day of September, 1981, in Book ---- at page ----- as entry No. 231253, as the same will hereafter be modified, amended, supplemented or expanded in accordance with the provisions of paragraph 33 concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development as herein provided.

(s) Property shall mean and refer to all of the real property which is covered by the Phase I Plat, a description of which is stated in Exhibit "A" of this Declaration, and such portions of Phase II Land which are annexed to the Development as provided herein.

(t) Articles and By-Laws shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.

(u) Board of Trustees and the Board shall mean and refer to the Board of Trustees of the Sports Village Condominium Owners Association.

(v) Member shall mean and refer to every person who holds membership in the Association.

(w) Phase II Land shall mean and refer to that property which may be added to the project by Declarant under the terms of this Declaration, which property is described at Exhibit "A" hereto.

(x) Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion within the Phase II Land and contain such complementary or amended provisions for such additional land as are herein required by the Declaration.

3. Submission to Condominium Ownership. Declarants hereby submit the above-described property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of the Declarants that the provisions of the Act shall apply to the property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be and enforceable equitable servitude which shall run with the land and this Declaration and its servitudes shall be

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binding upon the Declarants, their successors and assigns and upon all unit owners or subsequent unit owners, their grantees, mortgagees, and successors, heirs, executors, administrators, devisees and assigns.

5. Description of Land.

(a) Description of Land. The land comprising Phase I of the Project is the tract or parcel in Washington County, State of Utah, more particularly described at Exhibit "A" hereto.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this Paragraph b. Phase I shall include 11 individual buildings containing up to 11 units each (as described at the Record of Survey Map), together with roads, covered parking, open parking and recreational amenities. With the first eleven buildings will be built 3 lighted tennis courts, basketball court, pool, and green areas accommodating volleyball, horseshoe pits, playground area. With the building of the next seven buildings a clubhouse containing 2 racquet ball courts, exercise room, community whirlpool, kitchen and community center.

(c) Description and Legal Status of Units. The Map and/or Exhibit "D" hereto shows the unit number of each unit, its location, those limited common areas and facilities which are reserved for its use, and the common areas and facilities to which it has immediate access. All units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

(1) Each unit has immediate access to a common entry way which is part of the common areas and shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundary shall be determined in the following manner: The boundary lines of each unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the spaces so encompassed. Without limitation, a unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit.

(2) There shall be 11 buildings in Phase I of the project, plus such additional buildings in subsequent phases as are determined by Declarant. Each building in Phase I shall contain up to 11 units with such design as is stated on the Record of Survey Map. Buildings with less than 11 units shall have units combined as set forth in the Record of Survey Map.

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(d) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:

(1) All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(2) Driveways, parking areas, including guest parking, certain numbered parking stalls and oversized carports, lawns, shrubs, and gardens, tennis courts, swimming pool, clubhouse and other recreational areas;

(3) Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits, and other accessories used therewith;

(4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(5) The limited common areas and facilities herein described; and

(6) All repairs and replacements of any of the foregoing.

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(e) Description of Limited Common Areas and Facilities. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas appurtenant to any given unit consist of a covered carport and numbered uncovered parking, if purchased by owner, as the case may be, assigned to each unit as Exhibit "D" (regarding carports) and conveyed by deed (with respect to designated uncovered parking). The limited common area shall also include decks and covered decks appurtenant to certain units as contained in the Record of Survey Map. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated with respect to Phase I of the Project.

(f) Reservations Regarding Description of the Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including, without limitation, any mortgage or deed of trust; all



visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Living Units on the Lots and all of the other improvements as Declarant deems to be appropriate, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Phase II Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion; (iii) To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Washington County, Utah.

6. Alterations. The Declarants reserve the right to change the interior design and interior arrangement of any unit and to alter the boundaries between units, so long as the Declarants own the units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarants alone, notwithstanding the procedures for amendment described in Section 25 of this Declaration.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Condominium Project is to provide residential housing and sports and physical fitness related and other amenities and parking space for Unit Owners and

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to tenants and guests, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The units and common areas and facilities shall be used and occupied as hereinafter set forth.

(1) Each of the units shall be occupied by the unit owner, his family, servants, tenants or guests as a private permanent or temporary residence and for no other purpose. Each carport and/or parking stall appurtenant to a unit shall be used by the unit owner, his family, servants, or guests for the parking or storage of motor vehicles or such other items as the Board of Trustees may approve and for no other purpose. No carport or parking stall shall be used for parking of trailers, mobile homes, boats, snowmobiles or campers which have been detached from trucks without the written consent of the Board of Trustees. The common areas and facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of all units within the Project.

(2) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings, or the contents thereof, without the prior written consent of the Board of Trustees. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(3) No unit owner shall cause or permit anything (including, without limitation, awning, canopy, shutter, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Board of Trustees.

(4) No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

(5) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

(6) The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

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(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, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any 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.

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(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

accomplish or facilitate improvement of the common areas or improvement and/or sale of all lots owned by Declarant.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Alan Coombs, whose address is 1021 South Valley View Drive, St. George, Utah, 84770. The said person may be changed by the recordation by the Board of Trustees of an appropriate instrument.

9. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Exhibit "D", which percentage is subject to change upon filing of amended Declarations as hereinafter provided.

(b) Nature of and Restrictions on Ownership and Use. Each unit owner shall have and enjoy the rights and privileges of fee simple ownership of his unit. There shall be no requirements concerning who may own units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy. The unit owners may lease or rent their units with their appurtenant rights subject to terms and conditions chosen solely by the unit owner and his lessee, except that all unit owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the By-Laws, and all rules and regulations of the Association of unit owners and Board of Trustees.

(c) Prohibition Against Subdivision of Unit. No unit owner, except Declarants pursuant to Paragraph 6 and paragraph 33, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his unit to be separated into physical tracts or parcels smaller than the whole unit as shown on the Map and no parking stall assigned or conveyed to any unit shall be conveyed separately from such unit, including such additional may be designated parking as may designated as limited common area by deed.

(d) Ownership of Common Areas and Facilities. The common areas and facilities contained in the Project are described and identified in Section 5(d) of this Declaration. Said common areas and facilities shall be owned by the unit owners as tenants in common. No undivided ownership interest in the common areas and facilities shall be separated from the unit to which it appurtenant; and even though not specifically mentioned in the instrument of transfer, such undivided ownership interest shall automatically accompany the transfer of the unit to which it relates. The common areas and facilities shall be used only in a

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manner which is consistent with their community nature and with the use restrictions applicable to the units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to limited common areas each unit owner may use the common areas and facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the By-Laws. This right of use shall be appurtenant to and run with each unit.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the common areas and facilities which is appurtenant to each unit is 1/112 (the total expected units in Phase I) A unit owners percentage of ownership interest in the common areas and facilities shall be for all purposes, including voting and assessment of common expenses. The percentage of undivided ownership of common areas and facilities and limited common areas is subject to change upon the addition or deletion of units by Declarant and Amendment of this Declaration by Declarant.

(g) Designated Parking. As set forth at Exhibit "D" hereto, each unit has one covered parking space which shall be appurtenant to the unit designated therein. In addition thereto, unit owners may purchase one additional uncovered numbered parking space, which space shall be designated in the deed of conveyance of the unit by adding to said deed the following language:

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...together with uncovered parking space number \_\_\_\_\_, as designated limited common area, and not in fee simple, which space shall be appurtenant to said unit.

The available spaces for such designation shall be limited to those set forth in Exhibit "D" (with respect to Phase I), and all other uncovered parking shall be common area, and available to all other owners, their families, tenants, or guests on a first come first serve basis.

10. Use of Limited Common Areas and Facilities. A unit owner's exclusive right of use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and shall be used in accordance with this Declaration and the By-Laws. Any limited common area shall be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis. Certain uncovered parking stalls as set forth at Exhibit "D" hereto shall be designated for the use of certain owners by deed and such parking shall thereafter be appurtenant to that unit as limited common areas (see (g) above).

11. Membership and Voting Rights.

(a) Membership. Every owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the unit in which the owner has the

necessary interest, and shall not be separated from the unit to which it appurtains.

(b) Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all the owners other than the Declarant. Class A Members shall be entitled to one vote for each unit in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each unit (whether or not completed) in which it holds the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following event:

(a) When the total number of votes held by all Class A members equals the total number of votes held by the Class B Member.

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah.

(c) Changes in Voting Procedure. If Declarant shall exercise his option to add additional units (up to 297 total units) then at such time as the amended or supplementary Declaration is filed, the voting shall be adjusted accordingly, including that Declarant may regain his Class B voting status for all units owned (whether or not completed), even if previously converted to Class A status under the terms hereof.

(d) Multiple Ownership Interests. In the event there is more than one owner of a particular unit, the vote relating to such unit shall be exercised as such owners may determine among themselves. A vote cast at any Association meeting by any of such owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the unit concerned unless an objection is immediately made by another owner of the same unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

12. Management.

(a) Board of Trustees. The business, property and affairs of the Project shall be managed, operated and maintained by the Board of Trustees of the Association as agent for the unit owners. The Board of Trustees shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of the unit owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements,

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over, under, across and through the common areas and facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a unit must be repaired;

(2) The authority to execute and record, on behalf of all unit owners, any amendment to the Declaration of Map which has been approved by the vote or consent necessary to authorize such amendment;

(3) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the unit owners necessitated by the subject matter of the agreement has been obtained;

(4) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(5) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent;

(7) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board of Trustees in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interest of the unit owners; and

(8) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board of Trustees to perform its functions as agent for the unit owners.

Any instrument executed by the Board of Trustees that recites facts which, if true, would establish the Trustees power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Board of Trustees. The Trustees shall consist of the number and be elected in a manner set forth in the Articles of Incorporation and By-Laws of the Sports Village Condominium Association. The initial Board of Trustees shall be composed of three (3) individuals who also hold office as follows:

Alan Coombs	President
Ron Snow	Vice-President
Russell J. Gallian	Secretary/Treasurer

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(c) Responsibility. The Board of Trustees shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act of this Declaration and the Articles of Incorporation and By-Laws as hereinafter set forth. The Board of Trustees may from time to time promulgate operational rules and regulations also known as house rules.

(d) Additional Facilities. The Board of Trustees shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the unit owners and to effect the necessary amendment of documents and maps in connection therewith.

(e) Name. The Board of Trustees shall be known as the Sports Village Condominium Board of Trustees.

(f) Manager. The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any agreement for professional management of the Development, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

13. Easements.

(a) Each unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any part of the building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any unit owner or in favor of the unit owners as owners

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of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

(c) Limitation on Easement. A Member's right and easement of use and enjoyment concerning the common areas shall be subject to the following:

(1) The right of the Association to suspend a Member's right to the use of any amenities included in the common areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(2) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the common areas;

(3) The right of the County of Washington and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection, and providing any other governmental or municipal service; and

23125 (4) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, prior to the meeting date.

14. Change in Ownership. The Board of Trustees shall maintain up-to-date records showing the name of each person who is an owner, the address of such person, and the unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a unit either the transferor or transferee shall furnish the Board of Trustees with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Washington County, Utah. The Board of Trustees may for all purposes act and rely on the information concerning owners and unit ownership which is thus acquired by it or, at its option, the Board of Trustees may act and rely on current ownership information respecting any unit or units which is obtained from the office of the County Recorder of Washington

County, Utah. The address of an owner shall be deemed to be the address of the unit owned by such person unless the Board of Trustees is otherwise advised.

15. Assessments.

(a) Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a unit, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain:

(a) a charge and continuing lien upon the lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such unit at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the common areas or by abandonment of his unit. Any such lien, however, shall be sub-ordinate to the lien or equivalent security interest of any first Mortgage on the unit recorded prior to the date any such common expense assessments become due.

23125 (b) Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: insurance on the common areas; maintenance, repair, replacement, and improvement of the common areas; management and supervision of the common areas; establishing and funding a reserve to cover major repair or replacement of improvements within the common areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

(c) Basis for Assessment. Each Living Unit which is certified for occupancy which has been conveyed to an owner shall be assessed at the same fraction as the undivided interest in the common areas as defined in paragraph 9(f) of this Declaration. For the purpose of assessment, the term "Owner" shall exclude the Declarant, Declarant's obligation for assessments shall be limited to underwriting the cost of operation of the Association until 80% of the units are sold and closed. Declarant shall not be liable for reserves for future replacements and costs in excess of that amount necessary to underwrite the Associations ordinary and necessary expenses.

(d) Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part:

(a) any expense or expenses not reasonably capable of being fully

paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the common areas. Any such special assessment must be assented to by more than fifty percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, prior to the meeting date.

(e) Quorum Requirements. The quorum required for any action authorized by this paragraph 15 shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section d) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

231254 (f) Rate of Assessment. Both monthly and special assessments shall be divided by the total number of units in the project and that figure shall be assessed to each owner ratably. In the event timeshare or shared ownership is introduced, expenses attributable to the timeshare shall be separately accounted and charged to timeshare units.

(g) Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all units on the date deed is delivered to first purchaser of a unit (or contract of sale) or the date of occupancy under an occupancy agreement, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month conveyance, contract or occupancy, as the case may be. At least 15 days prior to the effective date of any change in amount of the monthly assessment the Association shall give each owner written notice of the amount and the first due date of the assessment concerned.

(h) Certificate Regarding Payment. Upon the request of any owner or prospective purchaser or encumbrancer of a unit the Association shall issue a certificate stating whether or not all assessments respecting such unit are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

(i) Effect of Nonpayment -- Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the unit, provided, however, that any such lien

will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such assessments become due. The person who is the owner of the unit at the time the assessment falls due shall be and remain personally liable for payments. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum plus late payment service charge equal to five (5) percent of each delinquent amount due and the Association may, in its discretion, bring an action either against the Owner who is personally liable or to foreclose the lien against the unit. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

(i) Release of Lien. Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Board of Trustees shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof.

16. Destruction or Damage. In the event of destruction or damage of part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

(a) If proceeds of the insurance maintained by the Board of Trustees are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board of Trustees are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the units shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Board of Trustees are not alone sufficient to accomplish restoration, and if the unit owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance

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maintained by the Board of Trustees are insufficient to accomplish restoration, and if the unit owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Board of Trustees shall promptly record with the Washington County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Board of Trustees. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Board of Trustees shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this section shall be the average of the two closest appraisal figures.

17. Operation and Maintenance.

(a) Each owner of a unit at his own expense shall keep the interior of such unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such unit. Except to the extent that the Board of Trustees is protected by insurance against such injury, the unit owner shall repair all injury or damages to the unit or building or buildings caused by the act, negligence or carelessness of the unit owner or that of any tenant or subtenant or guest or any member of the unit owner's family or the family or guest of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, dishwashers, disposals, ranges, etc., that may be in or connected with the unit, and the maintenance of limited common patio except the fences surrounding such areas. Without the written permission of the Board of Trustees first had and obtained, a unit owner shall not make a permit to be made any structural alteration, in or to the unit, carports or parking stalls, or in or to the exterior of the buildings, and shall not paint or decorate any portion of the

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exterior of the unit or of the building in which the unit is located.

(b) Except as hereinafter provided, the Board of Trustees shall provide for such maintenance and operation.

(c) Water and Garbage Removal. The Association shall pay for all water and garbage removal services furnished to each unit. Each unit owner shall pay for all utility services which are separately billed or metered to individual units by the utility or other party furnishing such service.

(d) Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(1) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the common areas. The name of the insured under each such policy shall be in form and substance similar to: "The Sports Village Condominium Association for the use and benefit of the individual unit owners and mortgagees, as their interests may appear".

(2) A comprehensive policy or policies insuring the owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the common areas which may arise among themselves, to the public, and to any invitees or tenants of the property or of the owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an owner in the development because of negligent acts of the Association or other owners.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the property in construction, nature, and use.

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(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) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees.

(5) Each policy of insurance obtained by the 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.

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(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 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

commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(9) Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the owner of each unit and to the holder of any mortgage on any unit who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the owner.

(10) Unacceptable Policies. Policies are unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the unit owner or mortgagee or mortgagee's designee; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent unit owner, mortgagee or mortgagee's designee from collecting insurance proceeds.

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18. Taxes. It is understood that under the Act each unit, together with its percentage of undivided interest in the common areas and facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against his condominium.

19. Rights of First Mortgagees. Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

(a) Preservation of Regulatory Structure and Insurance. Unless the holders of 100% of all first mortgagees and 75% of the unit owners shall have given their prior written approval, the Association shall not be entitled:

(1) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of living units, the exterior maintenance of living units or the upkeep of the common areas of the property;

(2) to fail to maintain fire and extended coverage on insurable portions of the common areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or



(3) to use hazard insurance proceeds for losses to the common areas for other than the repair, replacement or reconstruction of improvements on the common areas.

(b) Preservation of Common Area; Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) at least one hundred percent (100%) of all first mortgagees (based on one vote for each mortgagee) of the units and (2) the owners of at least seventy-five percent (75%) of the units (not including units owned by Declarant) the Association shall not be entitled:

(1) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common areas, except to grant easements for utilities and similar or related purposes, as herein elsewhere reserved; or

(2) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a unit or the owner thereof.

Neither this paragraph nor the insurance provision contained in paragraph 17(d) may be amended without the prior approval of all first mortgagees. Nothing in this paragraph shall limit the right of Declarant to amend these Declarations as provided elsewhere in this Declaration.

(c) Notice of Matters Affecting Security. The Association shall give written notice to any first Mortgagee of any unit requesting such notice whenever:

(1) there is any default by the owner of the unit subject to the first mortgage in performance of any obligation under this Declaration or the Articles or By-Laws of the Association which is not cured within thirty (30) days after default occurs; or

(2) there occurs any substantial damage to or destruction of any living unit or any part of the common areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000.00. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

(3) there is any condemnation proceedings or proposed acquisition of a living unit or of any portion of the common areas within ten (10) days after the Association learns of the same.

(4) any of the following matters come up for consideration or effectuation by the Association:

(i) abandonment or termination of the Condominium Development established by this Declaration;

(ii) material amendment of the Declaration or the Articles or By-Laws of the Association; or

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(iii) any decision to terminate professional management of the common areas and assume self-management by the owners.

(d) Notice of Meetings. The Association shall give to any first mortgagee of a unit requesting the same, notice of all meetings of the Association; and such first Mortgagees shall have the right to designate in writing a representative to attend all such meetings.

(e) Right to Examine Association Records. Any first Mortgagee shall have the right to examine the books, records and audited financial statements of the Association.

(f) Right to Pay Taxes and Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the common areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Declarant, for the Association as owner of the common areas, hereby covenants and the Association by acceptance of the conveyance of the common areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

(g) Exemption from any First Right of Refusal. Any first mortgagee and any purchaser therefrom who obtains title to a first mortgage and any purchaser therefrom who obtains title to a unit pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale or otherwise shall be exempt from any "right of first refusal" which would otherwise affect the unit.

(h) Rights Upon Foreclosure of Mortgage. Each holder of a first mortgage (or deed of trust) on a unit and any purchaser from it who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or pursuant to power of sale or otherwise will take the unit free of, and shall not be liable for, any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit.

(i) Restrictions Without Approval of Mortgagees. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Development's common areas may not be alienated, released, transferred, hypothecate, or otherwise encumbered without the approval of all holders of first mortgage liens on the units, except as provided in the case of destruction at paragraph 16 herein.

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(j) First Mortgagees Rights Concerning Amendments. No amendment to this section which has the effect of diminishing the rights, protection or security afforded to mortgagees shall be accomplished or effective unless all of the mortgagees of the individual units have given their prior written approval to such amendment. Any amendment to this section shall be accomplished by an instrument executed by the Board of Trustees and filed for record in the office of the Washington County Recorder. In any such instrument, an officer of the Association shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

20. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Annotated (1953) as amended from time to time, shall apply. The Board of Trustees shall give written notice of such proceedings to all mortgagees of record. No first lien priority of any mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

21. Right of Entry. The Association and its duly authorized agents shall have the right to enter any and all of the units and the limited common areas appurtenant thereto in case of an emergency originating in or threatening such unit or any other party of the Project, whether or not the unit owner or occupant thereof is present at the time. The Trustees and its duly authorized agents shall also have the right to enter into any and all of said units and limited common areas at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other units in the Project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

22. Administrative Rules and Regulations. The Board of Trustees shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project.

23. Obligation to Comply with Declaration, By-Laws, Articles, Rules and Regulations. Each unit owner, tenant, subtenant or other occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Association, when acting in

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accordance with its authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Association or other aggrieved party for injunction relief or to recover any loss or damage resulting therefrom.

24. Indemnification of Board of Trustees. Each member of the Board of Trustees shall be indemnified and held harmless by the Association of unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board of Trustees; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct, gross negligence or other intentional act of the member.

25. Amendment. Any amendment to this Declaration shall require: (a) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes which members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, (b) so long as the Class B membership exists the written consent of Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten (10), but not more than thirty (30), days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this section 25) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument executed by the Association (and by the Declarant if the Class B membership then exists). In such instrument an officer or director of the Association shall certify that the vote required by this section for amendment has occurred. Notwithstanding anything herein contained to the contrary, until eighty percent (80%) of the units in the Development have been sold to purchasers, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable; (a) to more accurately express the intent of any provision of this Declaration in light of then existing circumstances, information or mortgagee requirements, or (b) to better insure, in light of then existing

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circumstances or information, workability of the Arrangement which is contemplated by this Declaration.

26. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association.

27. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership concerned. The following additional provisions shall govern any application of this paragraph 27:

23125 (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any member.

(b) The total number of votes required for authorization or approval under this paragraph 27 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a unit which occurs after consent has been obtained from the owners thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new owner to give or withhold his consent.

(d) Unless the consent of all members whose memberships are appurtenant to the same unit are secured, the consent of none of such members shall be effective.

28. Reserve Fund. The Association shall establish adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the common areas and exterior maintenance and shall cause such reserve to be funded by regular monthly or other periodic assessments against the unit owners (and not Declarant) rather than by special assessments.

29. Lease Provisions. Any owner may lease his unit, provided, however, that any lease agreement between a unit owner and a lessee must be in writing and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

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30. Reciprocity Concerning Recreational Facilities. Declarant has and probably will create other residential developments, whether condominiums or otherwise, in the general vicinity of the Development which may contain recreational facilities (the Amenities) different from that contained in the Development. Declarant has previously created a development known as The Park at Green Valley, whose recreational amenities are subject hereto. Accordingly, if and when such other developments have been created, the unit owners of this Development may have the privilege of using and enjoying the amenities of other developments created by Declarant subject, however, to the reciprocal right of owners in said other developments to use and enjoy the amenities of this Development. Such right shall vest when, and if, the majority of owners (without regard to quorum) of each affected association vote for such reciprocity. No rights shall be conferred unless so approved by each affected association. Reciprocity provided hereunder shall be subject to such reasonable rules and regulations as the respective owners Associations may promulgate from time to time.

31. Declarant's Sales Program. Notwithstanding any other provision in this Declaration, until Declarants cease to be a unit owner or the expiration of six (6) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarants shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all units owned by Declarants:

(a) Declarants shall have the right to maintain sales office and/or model units. Such office(s) and/or model unit(s) may be one or more of the units owned by Declarants, one or more separate structures of facilities placed on the property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

(b) Declarants shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the property, but any such device shall be of a size and in a location as is reasonable and customary.

(c) Declarants shall have the right to use the common areas and facilities of the project to facilitate unit sales, provided said use is reasonable as to time and manner.

Declarants shall have the right from time to time to locate or relocate Declarants' sales office, model unit and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this paragraph 31. Within a reasonable period of time after the happening of the Occurrence, Declarants shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the property for the purpose of aiding Declarants' sales effort.

32. Limitation on Improvement by Association. Until the Occurrence described in paragraph 31, the Association shall not, without written consent of the Declarants, make any improvement to or alteration in any of the common areas and facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the common areas as originally created or constructed by Declarants.

33. Annexation of Additional Land.

23125 (1) Annexation by Declarant. Declarant expressly reserves the right and option to expand the property subject to this Declaration by the annexation of all or part of Phase II land described at Exhibit "A" hereto. The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Washington County, Utah, of a Supplementary Declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in Phase II portion of the Plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to the Declaration, and (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. Declarant shall have the right to dedicate some of the units in Phase II to shared ownership or time period units (as defined by the act) in which case Declarant shall file an appropriate supplementary Declaration calling for any such unit to bear its proportionate share of additional costs of maintaining the interior of the unit or other costs generated solely by such shared ownership program or sale of time period units. Declarant may also dedicate existing units in Phase I to shared ownership or time period units upon the same condition respecting costs of administration. When such annexation becomes effective, the annexed land shall become part of the property. Such annexation may be accomplished in one or more annexations, it being the right of Declarant, without limitation, to annex any portion or all of Phase II property at any time, and in any sequence within the limitations set forth below.

(2) Limitation on Annexation. Declarant's right to annex said land to the property shall be subject to the following limitations:

(a) The annexed land must be part of the land which is Phase II Land as of the date of this Declaration.

(b) Declarant shall not effectuate any annexation of land which would cause the total number of living units existing on, or planned for, the total property to exceed 297 units, with a maximum of 20 units per acre annexed.

(c) Declarant's right to annex land to the property shall expire seven (7) years after this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, unless such option is terminated by filing of appropriate documents constituting an election to terminate the option, which may only be elected by the Declarant in their sole discretion.

23125 (d) Declarant's right to annex Phase II property shall not be limited by a consent or lack thereof by unit owners or the Association.

(e) Any unit added shall be architecturally compatible to the Phase I Buildings, as determined by Declarant in their sole discretion, but no assurances can be given as to the precise design, layout, site design or materials to be used in construction, or the precise common area and related improvements, or limited common area.

(f) All units to be added to Phase II shall be used exclusively for residential purposes (except common areas and limited commons, which shall be used for the same purposes and in the same manner as such are in Phase I). The meaning of "residential purposes" shall include use by owners as recreational or vacation property, or shared ownership of units, or time period units.

(3) Supplementary Declaration. The annexation authorized under the foregoing paragraph shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to



this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of units in said real property shall automatically be members of the Association.

(4) Declarant's Right to Amend. Until all portions of the Phase II Land are included in the Development, or until the right to enlarge the Development through the addition of tracts or subdivisions terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Declaration as may be reasonably necessary or desirable: (i) to more accurately express the intent of any provisions of the Declaration in the light of then existing circumstances or information; (ii) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by the Declaration; or (iii) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development.

231254 (5) Expansion of Definitions. In the event the property is expanded the definitions used in this Declaration automatically shall be expanded to encompass and refer to the property as so expanded. E.g., "Property" shall mean the real property described in Exhibit "A" of this Declaration plus any additional real property added by a Supplementary Declaration or by Supplementary Declarations, and reference to this Declaration shall mean this Declaration as so supplemented.

34. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

35. Declarant's Rights Assignable. All of the rights of Declarants under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all condominium units in the Project title to which is vested in the Declarants shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarants (in their capacity as Declarants) herein.

36. Legal Description of a Unit. Every conveyance or contract for the sale of a unit and every other instrument

affecting title to a unit may describe that unit by the number shown on the map with the appropriate reference to the Map and to this Declaration, as each shall appear in the official records of Washington County, Utah, and in substantially the following form:

Unit \_\_\_\_\_ in Building \_\_\_\_\_ as shown in the Record of Survey Map for Sports Village Phase I, a Condominium Project appearing in the Records of the County Recorder of Washington County, Utah, Entry No. \_\_\_\_\_ of Plats, and as defined and described in the Declaration of Condominium, appearing in such records in Book \_\_\_\_\_, Pages \_\_\_\_\_ of Records. This conveyance is subject to the provisions of the aforesaid Declaration of Condominium and By-Laws of the Sports Village Condominium Owners Association.

231254

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas subject to diminution as provided herein, and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration.

37. Compliance with State Laws. This Condominium Project has been created and is existing in full compliance with the requirements of the Act and all other applicable laws.

38. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

39. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

40. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

41. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

EXECUTED this 23 day of July, 1981.

GREEN VALLEY DEVELOPMENT CO., INC.

By \_\_\_\_\_  
ALAN H. COOMBS, President

CONSENT OF MORTGAGEE

Heritage Savings and Loan Association as mortgagee of the property described at Exhibit "A" and the Record of Survey Map (the plat) hereby consents to the recordation of Sports Village Phase I Record of Survey Map, and Owners Dedication and consents to filing of the Declaration of Condominium of Sports Village Phase I.

Dated this 16<sup>th</sup> day of SEPT, 1981.

HERITAGE SAVINGS & LOAN ASSOC.

By [Signature]  
Its VICE PRESIDENT

231254

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

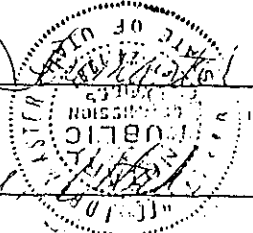
On the 23 day of July, 1981 personally appeared before me ALAN H. COOMBS who being by me duly sworn did say, that he the said ALAN H. COOMBS is the president of GREEN VALLEY DEVELOPMENT CO., INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ALAN H. COOMBS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

10-24-81

[Signature]  
NOTARY PUBLIC  
Residing in:

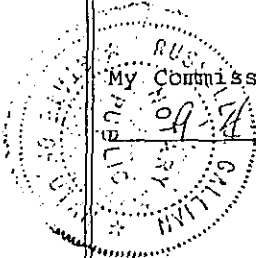
[Signature]



STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 16 day of September 1981 personally appeared before me Russell M. Wilson who being by me duly sworn did say, that he the said Russell M. Wilson is the vice president of

HERITAGE SAVINGS AND LOAN ASSOCIATION, and that the within and foregoing instrument and the Record of Survey Map of Sports Village Phase I (the plat) was signed in behalf of said corporation by authority of a resolution of its board of directors and said RUSSELL M. WILSON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

09-11-83

Russell M. Wilson

NOTARY PUBLIC  
Residing in:

St. George Utah

231254

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, Cranetta 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  
Audrey Gruno  
Secretary of  
Sports Village Condominium  
Owners Association

Cranetta Breeze  
Cranetta Breeze  
President of  
Sports Village Condominium  
Owners Association

On the 31<sup>st</sup> of JANUARY, 1992; Audrey Gruno and Cranetta Breeze signed the above Notice of Amendment.



Debbie Marshall  
Notary Public  
commission expires: 4/8/98

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 01640 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 or charges for use, leases or other income-generating arrangements 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 50% 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, ~~storage, 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. 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.

(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 <sup>not less than \$25,000.00;</sup> ~~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 mortgage clause

SUPPLEMENTAL DECLARATION

Green Valley Development, Inc. (also known as Green Valley Development Co., Inc.), Declarant under that certain Declaration of Condominium for the Sports Village Phase I, dated July 23, 1981, recorded September 17, 1981, as entry number 231254 book 296, Pages 240 through 302 of Official Washington County Records hereby exercises its rights and privileges under said Declaration to amend and supplement said Declaration as follows:

**242619** 1. Declarant hereby annexes to the Sports Village Condominiums Phase I that certain property known as Sports Village Phase II (some times also referred to as the Villa Mallorca Phase, Part I) the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

Beginning at a point N 89°30'30" W 130.00 feet along the North section line and S 0°35'10" E 383.30 feet from the Northeast corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence S 89°30'30" E 115.09 feet to the most westerly corner of Lot 8 Green Valley Subdivision No. 4; Thence S 34°30' E 350.00 feet along the boundary of said subdivision; Thence S 54°10' E 115.00 feet to the Northwest corner of Lot 8 Green Valley Subdivision No. 5; Thence S 3°19'31" W 184.50 feet along the Westerly line of said Lot 8 to a point on a 560.00 foot radius curve to the left (bearing to radius point is S 3°19'31" W); Thence Southwesterly 196.37 feet along the arc of said curve to the point of a 25.00 foot radius reverse curve to the right; Thence Northwesterly 37.13 feet along the arc of said curve to the point of tangency, said point being on the Easterly right of way line for Village Road; Thence as follows along said Easterly line: N 21°40'08" W 27.29 feet to the point of a 325.00 foot radius curve to the left; Thence Northwesterly 140.85 feet along the arc of said curve to the point of tangency; Thence N 46°30' W 265.83 feet; Thence leaving Village Road N 43°30' E 161.16 feet; Thence N 0°35'10" W 108.12 feet to the point of beginning. Containing 3.507 acres. Said property is annexed to be held, sold,



conveyed, encumbered, leased, occupied and improved as part of the property subject to the Declaration, as more particularly described below.

2. Declarant further states that the said addition contains a total of three architecturally compatible buildings to be known as Buildings 22, 23 and 24 with 11 units per building, for a total of 33 units as more particularly described on Exhibit "A" hereto, as more further described on the Record of Survey Map of the Sports Village Phase II, filed concurrently herewith.

**242619** 3. Declarant further amends the undivided interest of each unit in the Common Areas of the total Sports Village project, (as allowed in such Declaration and under the Utah Condominium Act), from 1/112 to 1/145, 145 being the total platted units in the project to date. All units shall share in common expenses according to their undivided interest, which is hereby amended.

4. Declarant continues to reserve all rights to expand, and such other rights as are conferred in the Declaration.

5. Pursuant to its rights to amend the Declaration, (as provided in Paragraph 25 and 33(4)), to clarify the intents of the Original Declaration in light of existing circumstances, Declarant hereby declares that in reserving unto itself the right to effect a timeshare regime, that such right was reserved solely unto itself and that no units in Phase I or Phase II of the Sports Village shall be sold under a Timeshare Regime or an undivided interest, corporate or trust arrangements or other similar scheme involving more than 13 owners per unit, except under a properly filed Supplementary Declaration, executed by Declarant or its assigns, as set forth and allowed in the Declaration. For purposes of this paragraph, an

owner shall mean all owners of record in an immediate family unit of husband and wife and children; such a family unit shall be counted, for this purpose, as one owner.

DATED this 5<sup>th</sup> day of November, 1982.

GREEN VALLEY DEVELOPMENT, INC.

Alan H. Coombs  
ALAN H. COOMBS, President

Ronald W. Snow  
RONALD W. SNOW, Secretary

**242619**

STATE OF UTAH )  
  : ss.  
COUNTY OF WASHINGTON )

On this 5<sup>th</sup> day of November, 1982, personally appeared before me ALAN H. COOMBS and RONALD W. SNOW, known to me to be the President and Secretary, respectively, of GREEN VALLEY DEVELOPMENT, INC., a Utah corporation, who being by me duly sworn to say that they are the President and Secretary, respectively, of said corporation and that the foregoing instrument was signed on behalf of said corporation by authority of the By-Laws or a resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.



Lowell Hein  
NOTARY PUBLIC  
Residing in:  
St. George, Utah

EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided Interest

BUILDING 22

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Chiquita	27C	1/145
2	Chiquita	28C	" "
3	Barcelona	32C	" "
4	Barcelona	26C	" "
5	Capri	24C	" "
6	Chiquita	29C	" "
7	Chiquita	30C	" "
8	Barcelona	33C	" "
9	Barcelona	25C	" "
10	Capri	23C	" "
11	Barcelona	31C	" "

**242619**

BUILDING 23

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Athena	21C	1/145
2	Barcelona	20C	" "
3	Athena	18C	" "
4	Chiquita	13C	" "
5	Chiquita	12C	" "
6	Athena	22C	" "

BUILDING 23 (continued)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
7	Barcelona	16C	" "
8	Athena	17C	" "
9	Chiquita	15C	" "
10	Chiquita	14C	" "
11	Athena	19C	" "

BUILDING 24

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Chiquita	11C	1/145
2	Chiquita	10C	" "
3	Barcelona	7C	" "
4	Barcelona	3C	" "
5	Capri	5C	" "
6	Chiquita	9C	" "
7	Chiquita	8C	" "
8	Barcelona	2C	" "
9	Barcelona	4C	" "
10	Capri	6C	" "
11	Barcelona	1C	" "

**242619**

**447**

Parking stall no. 5 as shown on the Record of Survey Map, is hereby designed as limited common area, available for sale to a unit owner. Such unit shall become appurtenant to the unit when designated on the unit deed, as provided in Exhibit D to the Declaration.

The covered parking stalls referred to above are limited common area, and are appurtenant to the units designed above, and need not be referred to in any unit deed.

The unit numbers and model designation as above, correspond to the same unit numbers on the Record of Survey Map (the plat). The model designations are included herein, and on the Plat for information purposes only, and are not a component of the legal description.

REQUEST: Southern Utah Title Co.  
BOOK 317 PAGE 443-448  
FILE 9<sup>00</sup> ABS V  
1982 NOV -5 PM 2:56  
DOCUMENT 242619  
HERBERT S. BENTLEY  
WASHINGTON CITY RECORDER  
BY S.Y.

SUPPLEMENTAL DECLARATION

Green Valley Development, Inc. (also known as Green Valley Development Co., Inc.), Declarant under that certain Declaration of Condominium for the ~~Sports Village Phase II~~, dated July 23, 1981, recorded September 17, 1981, as entry number 231254, book 296, pages 240 through 302 of Official Washington County Records, as amended under that certain Supplemental Declaration dated November 5, 1982, recorded November 5, 1982, as entry number 24 2619, book 317 pages 443 to 448 of Official Washington County Records, hereby exercises its rights and privileges under said Declaration to amend and supplement said Declaration as follows:

1. Declarant hereby annexes to the Sports Village Condominiums Phase I and Phase II that certain property known as Sports Village Phase III (some times also referred to as the Villa Mallorca Phase, Part II) the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

Beginning at a point N 89°30'30" W 130.00 feet along the North section line and S 0°35'10" E 383.30 feet from the Northeast corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence S 0°35'10" E 108.12 feet; thence S 43°30' W 161.16 feet to a point on the Easterly right of way line for Village Road; thence N 46°30' W 139.10 feet along said Easterly line; thence S 43°30' W 50.00 feet to the Westerly right of way line for Village Road; thence as follows along said Westerly line: N 46°30' W 42.90 feet to the point of a 856.63 foot radius curve to the right; thence Northwesterly 276.59 feet along the arc of said curve to the point of a 275.00 foot radius curve to the left; thence Northwesterly 224.67 feet along the arc of said curve; thence leaving the Westerly line of Village Road N 41°00'

250762

E 222.29 feet to the North line of said Section 34; thence S 89°30'30" E 250.00 feet along the section line; thence S 29°30' E 442.48 feet to the point of beginning.

2. Declarant further states that the said addition contains a total of four architecturally compatible buildings to be known as Buildings 18, 19, 20 and 21 with 11 units per building, for a total of 44 units as more particularly described on Exhibit "A" hereto, as more further described on the Record of Survey Map of the Sports Village Phase III, filed concurrently herewith.

3. Declarant further amends the undivided interest of each unit in the Common Areas of the total Sports Village project, (as allowed in such Declaration and under the Utah Condominium Act), from 1/145 to 1/189, 189 being the total platted units in the project to date. All units shall share in common expenses according to their undivided interest, which is hereby amended.

4. Declarant continues to reserve all rights to expand, and such other rights as are conferred in the Declaration.

**250762**

5. Pursuant to its rights to amend the Declaration, (as provided in Paragraph 25 and 33(4)), to clarify the intents of the Original Declaration in light of existing circumstances, Declarant hereby declares that in reserving unto itself the right to effect a timeshare regime, that such right was reserved solely unto itself and that no units in Phase III of the Sports Village shall be sold under a Timeshare Regime or an undivided interest, corporate or trust arrangements or other similar scheme involving more than 13 owners per unit, except under a properly filed Supplementary Declaration, executed by Declarant or its assigns, as set forth and allowed in the Declaration. For purposes of this paragraph, an

owner shall mean all owners of record in an immediate family unit of husband and wife and children; such a family unit shall be counted, for this purpose, as one owner.

DATED this 21<sup>st</sup> day of JUNE, 1983.

GREEN VALLEY DEVELOPMENT, INC.

Alan H. Coombs  
ALAN H. COOMBS, President

Ronald W. Snow  
RONALD W. SNOW, Secretary

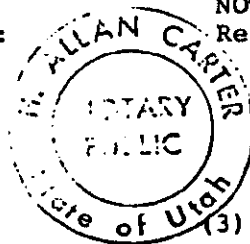
STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WASHINGTON )

250762

On this 21<sup>st</sup> day of JUNE, 1983, personally appeared before me ALAN H. COOMBS and RONALD W. SNOW, known to me to be the President and Secretary, respectively, of GREEN VALLEY DEVELOPMENT, INC., a Utah corporation, who being by me duly sworn to say that they are the President and Secretary, respectively, of said corporation and that the foregoing instrument was signed on behalf of said corporation by authority of the By-Laws or a resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.

My Commission Expires:

JULY 15, 1986



PA [Signature]  
NOTARY PUBLIC  
Residing in: St. George, Utah



EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided Interest

BUILDING 18

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Athena	77C	1/189
2	Athenna	71C	1/189
3	Barcelona	72C	1/189
4	Capri	70C	1/189
5	Athena	76C	1/189
6	Athena	73C	1/189
7	Barcelona	69C	1/189
8	Capri	68C	1/189
9	Athena	75C	1/189
10	Athena	74C	1/189
11	Barcelona	67C	1/189

BUILDING 19

250762

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Capri	64C	1/189
2	Barcelona	65C	1/189
3	Athena	60C	1/189
4	Athena	59C	1/189
5	Capri	61C	1/189
6	Barcelona	66C	1/189
7	Athena	62C	1/189

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BUILDING 19 (continued)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
8	Athena	58C	1/189
9	Barcelona	63C	1/189
10	Athena	57C	1/189
11	Athena	56C	1/189

BUILDING 20

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Capri	53C	1/189
2	Barcelona	52C	1/189
3	Contessa	45C	1/189
4	Athena	46C	1/189
5	Capri	54C	1/189
6	Barcelona	51C	1/189
7	Contessa	50C	1/189
8	Athena	49C	1/189
9	Barcelona	55C	1/189
10	Contessa	47C	1/189
11	Athena	48C	1/189

250762

BUILDING 21

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Chiquita	42C	1/189
2	Chiquita	43C	1/189

BUILDING 21 (continued)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
3	Barcelona	41C	1/189
4	Athena	34C	1/189
5	Capri	35C	1/189
6	Chiquita	44C	1/189
7	Chiquita	38C	1/189
8	Barcelona	40C	1/189
9	Athena	36C	1/189
10	Capri	37C	1/189
11	Athena	39C	1/189

The covered parking stalls referred to above are limited common area, and are appurtenant to the units designed above, and need not be referred to in any unit deed.

The unit numbers and model designation as above, correspond to the same unit numbers on the Record of Survey Map (the plat). The model designations are included herein, and on the Plat for information purposes only, and are not a component of the legal description.

REQUEST: SOUTHERN UTAH TITLE  
BOOK: 330 PAGE: 598-603  
FSC: 2<sup>20</sup> ABS  
1989 JUN 23 PM 2:47  
DOCUMENT: 250762  
HERBERT S. BENTLEY  
WASHINGTON CITY RECORDER  
BY: B.J.

RECORDS SOUTHERN UTAH TITLE

BOOK 347 PAGE 610-618

FILE 3000

1984 APR 16 PM 3:21

260418

DOCUMENT

HEBERT S. MORTON, ET AL

WASHINGTON COUNTY RECORDER

BY *[Signature]*

SUPPLEMENTAL DECLARATION

Green Valley Development, Inc., (also known as Green Valley Development Company, Inc.), Declarant under that certain Declaration of Condominium for the Sports Village, Phase I, dated July 23, 1981, recorded September 17, 1981, as entry No. 231254, Book 296, Pages 240-302 of Official Washington County Records, as amended under that certain Supplemental Declaration dated November 5, 1982, recorded November 5, 1982, as Entry No. 242619, Book 317, Pages 443-448 of Official Washington County Records, as further amended under that certain Supplemental Declaration dated June 21, 1983, recorded June 23, 1983, as Entry No. 250762, Book 330, Pages 598-603 of Official Washington County Records, further amended under that certain Supplemental Declaration dated September 23, 1983, recorded September 23, 1983, as Entry No. 253603, Book 335, Pages 579-590 of Official Washington County Records, which supplemental Declaration was amended by that certain Supplemental Declaration (amended) dated October 5, 1983, Recorded as Entry No. 253948, Recorded October 5, 1983, in Book 336, Pages 180-192 of Official Washington County Records hereby exercises its rights and privileges under said Declaration to amend and supplement said declaration (as amended) as follows:

1. Declarant hereby amends Exhibit A to that certain Supplemental Declaration dated October 5, 1983, recorded October 5, 1983 as Entry No. 253948, Book 336, Pages 180-192 of Official

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Washington County Records to exercise the election allowable under Exhibit A thereto to create additional units out of units designated as "L-3C or M-7C in buildings 12-16", specifically the additional units, parking assignments and amended undivided interest in common areas shall be as set forth in amended Exhibit A attached hereto.

2. In so amending Exhibit A, Declarant further amends the same schedules found on the Record of Survey Map to provide that the airspace defined on the Record of Survey Map shall correspond to the unit numbers on the Exhibit A attached hereto and that the former designation of either L-3C or M-7C units in any particular building on the former Exhibit A are hereby amended to conform with the amended Exhibit A and attached hereto. No change in the Record of Survey Map is necessary inasmuch as this is only the substitution of two units for a "combination unit", which election is provided for in the Record of Survey Map for Green Valley Phase IV and as further reserved in the Supplemental Declaration dated October 5, 1983 referred to above. The amended parking assignments for Buildings 12-16 are also found at amended Exhibit A attached hereto, which amended unit designations and parking assignments supercede designation of Exhibit A of the prior Supplemental Declaration dated October 5, 1983. Any language of Exhibit A to the October 5, 1983, Supplemental Declaration not changed or affected by the Amended Exhibit A attached hereto, shall remain in full force and effect. As a result of this amendment to buildings 12, 13, 14, 15, and 16, there is a net increase of 8 units to the project.

3. Due to the increase in units provided at 4 above of 8 additional units, Declarant further amends the undivided interest of

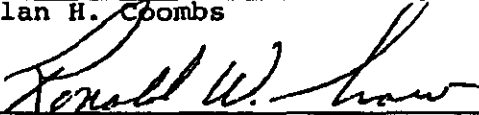
260418

each unit in the common areas of the total Sports Village project (as allowed in such declaration and under the Utah Condominium Act) from 1/273, 273 being the total platted units prior to this amendment to 1/281. Subject to the express provisions of the Declaration regarding Declarant's required payments, all units shall share in common expenses according to their undivided interest, which is hereby amended to 1/281. Declarant continues to reserve all rights to expand or modify and such other rights as are conferred in the Declaration and any amendments or Supplementary Declarations thereto, including the rights conferred under paragraph 6, and in particular subsequently to amend for combination units or make other changes as allowed in the Record of Survey Maps previously filed or by the Declaration or Supplementary Declaration thereto.

DATED this 11th day of April, 1984.

GREEN VALLEY DEVELOPMENT, INC.,

  
\_\_\_\_\_  
Alan H. Coombs

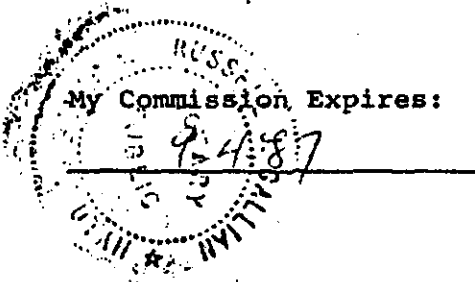
  
\_\_\_\_\_  
Ronald W. Snow, Secretary

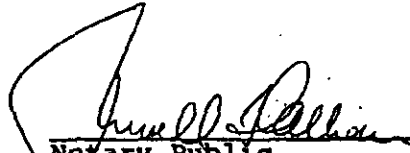
STATE OF UTAH,                                     )  
  : ss.  
COUNTY OF WASHINGTON. )

On this 11th day of April, 1984, personally appeared before me, Alan H. Coombs and Ronald W. Snow, known to me to be the President and Secretary, respectively, of Green Valley Development, Inc., a Utah Corporation, who being by me duly sworn, did say that

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they are the President and Secretary, respectively, of said Corporation, that the foregoing instrument was signed on behalf of the corporation by authority of the bylaws or resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.



  
\_\_\_\_\_  
Notary Public  
Residing in Washington County

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EXHIBIT A  
(AMENDED)

Schedule of Unit Numbers, Parking  
and Undivided Interest  
Amended Description, Parking Assignment and Undivided Interest for  
Buildings 12-16.

BUILDING 12: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	120C	1/281
L-2	121C	1/281
L-3	122C	1/281
L-4	123C	1/281
M-5	124C	1/281
M-6	125C	1/281
M-7	126C	1/281
M-8	130C	1/281
U-9	127C	1/281
U-10	128C	1/281
U-11	129C	1/281

BUILDING 13: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	131C	1/281
L-2	132C	1/281
L-3	None	1/281
L-4	133C	1/281
M-5	134C	1/281
M-6	135C	1/281

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BUILDING 13 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
M-7	136C	1/281
M-8	137C	1/281
U-9	138C	1/281
U-10	139C	1/281
U-11	140C	1/281

BUILDING 14: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	141C	1/281
L-2	142C	1/281
L-3	143C	1/281
L-4	None	1/281
M-5	144C	1/281
M-6	145C	1/281
M-7	146C	1/281
M-8	147C	1/281
U-9	148C	1/281
U-10	149C	1/281
U-11	150C	1/281

BUILDING 15: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	151C	1/281
L-2	152C	1/281
L-3	None	1/281

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BUILDING 15 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-4	None	1/281
M-5	153C	1/281
M-6	154C	1/281
M-7	155C	1/281
M-8	None	1/281
U-9	156C	1/281
U-10	157C	1/281
U-11	158C	1/281

BUILDING 16; (9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	159C	1/281
L-2	160C	1/281
L-3	None	1/281
L-4	161C	1/281
M-5	162C	1/281
M-6	163C	1/281
M-7	None	1/281
M-8	None	1/281
U-9	164C	1/281
U-10	165C	1/281
U-11	166C	1/281

SUPPLEMENTAL DECLARATION

(AMENDED)

253348

Green Valley Development, Inc. (also known as Green Valley Development Co., Inc.), Declarant under that certain Declaration of Condominium for the Sports Village Phase I, dated July 23, 1981, recorded September 17, 1981, as entry number 231254, book 296, pages 240 through 302 of Official Washington County Records, as amended under that certain Supplemental Declaration dated November 5, 1982, recorded November 5, 1982, as entry number 242619, book 317 pages 443 to 448 of Official Washington County Records, as further amended under that certain Supplemental Declaration dated June 21, 1983, recorded June 23, 1983, as entry number 250762, book 330, pages 598-603 of Official Washington County Records, hereby exercises its rights and privileges under said Declaration to amend and supplement said Declaration as follows:

1. Declarant hereby annexes to the Sports Village Condominiums Phase I and Phase II and Phase III that certain property known as Sports Village Phase IV, which is the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

BEGINNING at a point N. 89°30'30" W. 593.98 feet along the Section line from the Northeast corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence N. 89°30'30" W. 310.14 feet; thence S. 00°30'00" W. 227.20 feet; thence S. 10°00'00" E 150.00 feet; thence S. 14°30'00" E. 260.00 feet to the North Boundary of Sports Village Phase I; thence as follows along said boundary: N. 75°30'00" E 243.26 feet; thence South 37.11 feet; thence East 163.23 feet; thence N. 43°30'00" E 65.31 feet to the Westerly Right of Way line for Village Road; thence along said line as follows: N. 46° 30'00" W. 42.90 feet to the Point of curvature of a

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253848

856.63 foot radius curve to the right; thence Northwest 276.59 feet along the arc of said curve to the point of a 275.00 foot radius reverse curve to the left; thence Northwest 224.67 feet along the arc of said curve; thence leaving the westerly line of Village Road N. 41°00'00" E. 222.29 feet to the point of beginning.

2. Declarant further states that the said addition contains a total of eight architecturally compatible buildings to be known as Buildings 12, 13, 14, 15, 16, 17, 25 and 26 with 9-11 units per building, for a total of 80 units as more particularly described on Exhibit "A" hereto, as more further described on the Record of Survey Map of the Sports Village Phase IV, filed concurrently herewith.

3. Pursuant to its rights to amend the Declaration and

Record of Survey map under paragraph 6 of the Declaration, Declarant hereby amends the interior unit configuration of buildings 10 and 11 of Sports Village Condominiums Phase I as shown on the Record of Survey Map thereof, which change shall provide for a different unit configuration such that the unit configurations of Units 10 and 11 in Sports Village Phase I conform to the unit configuration of Buildings 12 through 16 as defined and described in supplemental tables and references contained in the Record of Survey Map of the Sports Village, Phase IV, which shall be deemed to be a supplemental amended filing of the Sports Village Phase I Record of Survey Map. The unit designations and amended parking assignments are found at Exhibit "A" hereto, which amended unit designations and Parking Assignments supersede those found in Exhibit "D" of the original Declaration of Condominium. As a result of these amendments to Buildings 10 and 11, there is a net increase of 3 units to the

project.

4. Pursuant to its right to amend the Declaration under paragraph 6 of the Declaration, Declarant hereby amends the interior unit configuration of Building 9 by creating units M-612 and M-750, which 2 units replace the formerly platted unit M-1362. No change in the record of survey map is necessary, inasmuch as this is only the substitution of two units for a "combination unit", which election is provided for in the original Record of Survey Map. The amended unit designation for the 2 new units and amended parking assignments are found at Exhibit "A" hereto, which amended unit designations and parking assignments supercede the designation of Unit M-1362 in Building 9 found at Exhibit "D" to the original Declaration of Condominium. As a result of this amendment to Building 9, there is a net increase of 1 unit to the project.

253818

5. Due to the increases in units provided at paragraphs 2 (80 units), paragraph 3 (3 units), and paragraph 4 (1 unit) Declarant further amends the undivided interest of each unit in the Common Areas of the total Sports Village project, (as allowed in such Declaration and under the Utah Condominium Act), from 1/189 to 1/273, 273 being the total platted units in the project to date. Subject to the express provisions of the Declaration regarding Declarant's required payments, all units shall share in common expenses according to their undivided interest, which is hereby amended.

6. Declarant continues to reserve all rights to expand, and such other rights as are conferred in the Declaration, including rights conferred under paragraph 6, and in particular to

subsequently amend for combination units as shown on the Record of Survey Map of the Sports Village, Phase IV, or Phase I.

7. The foregoing Supplementary Declaration (Amended) is a rerecording of that certain Supplementary Declaration dated September 23, 1983 recorded September 23, 1983 as Entry No. 253603 Book 335, Page 579-590 of Official Washington County Records. This amended filing corrects certain clerical errors wherein units designated in Building 10 were erroneously stated, certain units in Building 11 were erroneously added, and parking assignments in Buildings 11-16 were correspondingly misassigned. This Supplementary Declaration (Amended) supercedes and replaces the previous Supplementary Declaration referred to above.

DATED this 5 day of Oct, 1983.

GREEN VALLEY DEVELOPMENT, INC.

Alan H. Coombs  
ALAN H. COOMBS, President

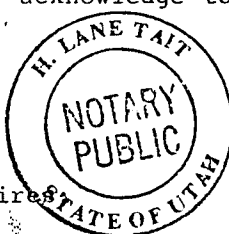
Ronald W. Snow  
RONALD W. SNOW, Secretary

RECORDS: Southern Utah Title  
BOOK 336 PAGE 180-192  
10-23-83  
1983 OCT -5 AM 9:18  
DOCUMENT 253603  
HENRY & SOUTHEY  
WASHINGTON COUNTY RECORDER  
BY [Signature]

STATE OF UTAH )  
 ) : ss.  
COUNTY OF WASHINGTON )

On this 5 day of Oct, 1983, personally appeared before me ALAN H. COOMBS and RONALD W. SNOW, known to me to be the President and Secretary, respectively, of GREEN VALLEY DEVELOPMENT, INC., a Utah corporation, who being by me duly sworn to say that they are the President and Secretary, respectively, of said corpor-

ation and that the foregoing instrument was signed on behalf of said corporation by authority of the By-Laws or a resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.



H. Lane Tait  
NOTARY PUBLIC  
Residing in: St. George, Utah

My Commission Expires  
5-7-67

253848

EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided Interest

BUILDING 9: (Amendment of Description and Parking assignment for  
certain units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
M-612		89C	1/273
M-750		90C	1/273

(NOTE: The above 2 units replace unit M-1362. All other units in  
Building 9 are unaffected by this Amendment.)

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EXHIBIT A 253848

Schedule of Unit Numbers, Parking  
and Undivided Interest  
Amended Description, Parking Assignment and Undivided Interest for  
Buildings 10 and 11

BUILDING 10 (11 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	100C	1/273
L-2	101C	1/273
L-3	97C	1/273
L-4	102C	1/273
M-5	103C	1/273
M-6	104C	1/273
M-7	105C	1/273
M-8	106C	1/273
U-9	107C	1/273
U-10	108C	1/273
U-11	109C	1/273

BUILDING 11: (10 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	110C	1/273
L-2	111C	1/273
L-3	112C	1/273
L-4	113C	1/273
M-5	114C	1/273
M-6	115C	1/273
M-7C	116C	1/273

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BUILDING 11 (continued)

U-9	117C	1/273
U-10	118C	1/273
U-11	119C	1/273

EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided interest

BUILDING 12: (10 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	120C	1/273
L-2	121C	1/273
L-3	122C	1/273
L-4	123C	1/273
M-5	124C	1/273
M-6	125C	1/273
M-7C	126C	1/273
U-9	127C	1/273
U-10	128C	1/273
U-11	129C	1/273

BUILDING 13: (10 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	130C	1/273
L-2	131C	1/273
L-3	132C	1/273

EXHIBIT A 253948

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-4	133C	1/273
M-5	134C	1/273
M-6	135C	1/273
M-7C	136C	1/273
U-9	137C	1/273
U-10	138C	1/273
U-11	139C	1/273

BUILDING 14: ( 9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	140C	1/273
L-2	141C	1/273
L-3C	142C	1/273
M-5	143C	1/273
M-6	144C	1/273
M-7C	145C	1/273
U-9	146C	1/273
U-10	147C	1/273
U-11	148C	1/273

BUILDING 15: (9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
L-1	149C	1/273

253848

BUILDING 15 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-2	150C	1/273
L-3C	151C	1/273
M-5	152C	1/273
M-6	153C	1/273
M-7C	154C	1/273
U-9	155C	1/273
U-10	156C	1/273
U-11	157C	1/273

BUILDING 16: (9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	158C	1/273
L-2	159C	1/273
L-3C	160C	1/273
M-5	161C	1/273
M-6	162C	1/273
M-7C	163C	1/273
U-9	164C	1/273
U-10	165C	1/273
U-11	166C	1/273

BUILDING 17: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Athena	189C	1/273

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BUILDING NO.17: (continued)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common areas</u>
2	Athena	190C	1/273
3	Athena	191C	1/273
4	Casita	192C	1/273
5	Casita	193C	1/273
6	Athena	194C	1/273
7	Athena	195C	1/273
8	Athena	196C	1/273
9	Casita	197C	1/273
10	Casita	198C	1/273
11	Athena	199C	1/273

BUILDING 25: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
1	Chiquita	178C	1/273
2	Casita	179C	1/273
3	Athena	180C	1/273
4	Athena	181C	1/273
5	Athena	182C	1/273
6	Chiquita	183C	1/273
7	Casita	184C	1/273
8	Athena	185C	1/273
9	Athena	186C	1/273
10	Athena	187C	1/273
11	Athena	188C	1/273

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BUILDING 26: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
1	Athena	167C	1/273
2	Athena	168C	1/273
3	Athena	169C	1/273
4	Casita	170C	1/273
5	Casita	171C	1/273
6	Athena	172C	1/273
7	Athena	173C	1/273
8	Athena	174C	1/273
9	Casita	175C	1/273
10	Casita	176C	1/273
11	Athena	177C	1/273

The covered parking stalls referred to above are limited common area, and are appurtenant to the units designed above, and need not be referred to in any unit deed.

The unit numbers and model designation as above, correspond to the same unit numbers on the Record of Survey Map (the plat). The model designations (where shown) are included herein, and on the Plat for information purposes only, and are not a component of the legal description. The legal description include both the Building Number and the Unit Number as shown above.

Declarant reserves the right to make parking assignment changes by filing a supplementary declaration, as to any unit owned

by Declarant, or as to any units not owned, provided that consent is given by the affected unit owner, further provided that such consent need not be contained in the body of any such supplemental declaration.

Declarant specially further reserves the right to create additional units out units 4C or 7C in Buildings 11-16 by filing a supplemental Declaration, together with the right to expand the project on to adjacent property up to the maximum number of units provided in the Declaration.

**253548**

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SUPPLEMENTAL DECLARATION

(AMENDED)

253818

Green Valley Development, Inc. (also known as Green Valley Development Co., Inc.), Declarant under that certain Declaration of Condominium for the Sports Village Phase I, dated July 23, 1981, recorded September 17, 1981, as entry number 231254, book 296, pages 240 through 302 of Official Washington County Records, as amended under that certain Supplemental Declaration dated November 5, 1982, recorded November 5, 1982, as entry number 242619, book 317 pages 443 to 448 of Official Washington County Records, as further amended under that certain Supplemental Declaration dated June 21, 1983, recorded June 23, 1983, as entry number 250762, book 330, pages 598-603 of Official Washington County Records, hereby exercises its rights and privileges under said Declaration to amend and supplement said Declaration as follows:

1. Declarant hereby annexes to the Sports Village Condominiums Phase I and Phase II and Phase III that certain property known as Sports Village Phase IV, which is the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

BEGINNING at a point N. 89°30'30" W. 593.98 feet along the Section line from the Northeast corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence N. 89°30'30" W. 310.14 feet; thence S. 00°30'00" W. 227.20 feet; thence S. 10°00'00" E 150.00 feet; thence S. 14°30'00" E. 260.00 feet to the North Boundary of Sports Village Phase I; thence as follows along said boundary: N. 75°30'00" E 243.26 feet; thence South 37.11 feet; thence East 163.23 feet; thence N. 43°30'00" E 65.31 feet to the Westerly Right of Way line for Village Road; thence along said line as follows: N. 46° 30'00" W. 42.90 feet to the Point of curvature of a

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856.63 foot radius curve to the right; thence  
Northwesterly 276.59 feet along the arc of said curve to  
the point of a 275.00 foot radius reverse curve to the  
left; thence Northwesterly 224.67 feet along the arc of  
said curve; thence leaving the Westerly line of Village  
Road N. 41°00'00" E. 222.29 feet to the point of  
beginning.

2. Declarant further states that the said addition  
contains a total of eight architecturally compatible buildings to be  
known as Buildings 12, 13, 14, 15, 16, 17, 25 and 26 with 9-11 units  
per building, for a total of 80 units as more particularly described  
on Exhibit "A" hereto, as more further described on the Record of  
Survey Map of the Sports Village Phase IV, filed concurrently  
herewith.

3. Pursuant to its rights to amend the Declaration and  
Record of Survey map under paragraph 6 of the Declaration, Declarant  
hereby amends the interior unit configuration of buildings 10 and 11  
of Sports Village Condominiums Phase I as shown on the Record of  
Survey Map thereof, which change shall provide for a different unit  
configuration such that the unit configurations of Units 10 and 11  
in Sports Village Phase I conform to the unit configuration of  
Buildings 12 through 16 as defined and described in supplemental  
tables and references contained in the Record of Survey Map of the  
Sports Village, Phase IV, which shall be deemed to be a supplemental  
amended filing of the Sports Village Phase I Record of Survey Map.  
The unit designations and amended parking assignments are found at  
Exhibit "A" hereto, which amended unit designations and Parking  
Assignments supercede those found in Exhibit "D" of the original  
Declaration of Condominium. As a result of these amendments to  
Buildings 10 and 11, there is a net increase of 3 units to the

253848

project.

4. Pursuant to its right to amend the Declaration under paragraph 6 of the Declaration, Declarant hereby amends the interior unit configuration of Building 9 by creating units M-612 and M-750, which 2 units replace the formerly platted unit M-1362. No change in the record of survey map is necessary, inasmuch as this is only the substitution of two units for a "combination unit", which election is provided for in the original Record of Survey Map. The amended unit designation for the 2 new units and amended parking assignments are found at Exhibit "A" hereto, which amended unit designations and parking assignments supercede the designation of Unit M-1362 in Building 9 found at Exhibit "D" to the original Declaration of Condominium. As a result of this amendment to Building 9, there is a net increase of 1 unit to the project.

253878

5. Due to the increases in units provided, at paragraphs 2 (80 units), paragraph 3 (3 units), and paragraph 4 (1 unit) Declarant further amends the undivided interest of each unit in the Common Areas of the total Sports Village project, (as allowed in such Declaration and under the Utah Condominium Act), from 1/189 to 1/273, 273 being the total platted units in the project to date. Subject to the express provisions of the Declaration regarding Declarant's required payments, all units shall share in common expenses according to their undivided interest, which is hereby amended.

6. Declarant continues to reserve all rights to expand, and such other rights as are conferred in the Declaration, including rights conferred under paragraph 6, and in particular to

subsequently amend for combination units as shown on the Record of Survey Map of the Sports Village, Phase IV, or Phase I.

7. The foregoing Supplementary Declaration (Amended) is a rerecording of that certain Supplementary Declaration dated September 23, 1983 recorded September 23, 1983 as Entry No. 253603 Book 335, Page 579-590 of Official Washington County Records. This amended filing corrects certain clerical errors wherein units designated in Building 10 were erroneously stated, certain units in Building 11 were erroneously added, and parking assignments in Buildings 11-16 were correspondingly misassigned. This Supplementary Declaration (Amended) supercedes and replaces the previous Supplementary Declaration referred to above.

DATED this 5 day of Oct, 1983.

GREEN VALLEY DEVELOPMENT, INC.

Alan H. Coombs  
ALAN H. COOMBS, President

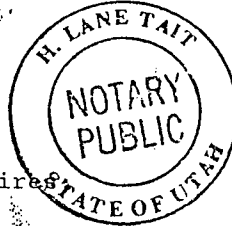
Ronald W. Snow  
RONALD W. SNOW, Secretary

INDEXED Southern Utah Title  
BOOK 336 PAGE 180-192  
10-23-83  
1983 OCT -5 AM 9:18  
DOCUMENT 253348  
HERBERT S. FENTLEY  
WASHINGTON COUNTY CLERK  
BY 25/2

STATE OF UTAH )  
                  ) : ss.  
COUNTY OF WASHINGTON )

On this 5 day of Oct, 1983, personally appeared before me ALAN H. COOMBS and RONALD W. SNOW, known to me to be the President and Secretary, respectively, of GREEN VALLEY DEVELOPMENT, INC., a Utah corporation, who being by me duly sworn to say that they are the President and Secretary, respectively, of said corpor-

ation and that the foregoing instrument was signed on behalf of said corporation by authority of the By-Laws or a resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.



*H. Lane Tait*

My Commission Expires

NOTARY PUBLIC

Residing in: St. George, Utah

5-2-87

253948

EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided Interest

BUILDING 9: (Amendment of Description and Parking assignment for  
certain units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
M-612		89C	1/273
M-750		90C	1/273

(NOTE: The above 2 units replace unit M-1362. All other units in  
Building 9 are unaffected by this Amendment.)

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EXHIBIT A 253S48

Schedule of Unit Numbers, Parking  
and Undivided Interest  
Amended Description, Parking Assignment and Undivided Interest for  
Buildings 10 and 11

BUILDING 10 (11 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	100C	1/273
L-2	101C	1/273
L-3	97C	1/273
L-4	102C	1/273
M-5	103C	1/273
M-6	104C	1/273
M-7	105C	1/273
M-8	106C	1/273
U-9	107C	1/273
U-10	108C	1/273
U-11	109C	1/273

BUILDING 11: (10 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	110C	1/273
L-2	111C	1/273
L-3	112C	1/273
L-4	113C	1/273
M-5	114C	1/273
M-6	115C	1/273
M-7C	116C	1/273

EXHIBIT A 253848

BUILDING 11 (continued)

U-9	117C	1/273
U-10	118C	1/273
U-11	119C	1/273

EXHIBIT A

Schedule of Unit Numbers, Parking  
and Undivided interest

BUILDING 12: (10 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	120C	1/273
L-2	121C	1/273
L-3	122C	1/273
L-4	123C	1/273
M-5	124C	1/273
M-6	125C	1/273
M-7C	126C	1/273
U-9	127C	1/273
U-10	128C	1/273
U-11	129C	1/273

BUILDING 13: (10 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	130C	1/273
L-2	131C	1/273
L-3	132C	1/273

## EXHIBIT A

253948

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-4	133C	1/273
M-5	134C	1/273
M-6	135C	1/273
M-7C	136C	1/273
U-9	137C	1/273
U-10	138C	1/273
U-11	139C	1/273

BUILDING 14: ( 9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	140C	1/273
L-2	141C	1/273
L-3C	142C	1/273
M-5	143C	1/273
M-6	144C	1/273
M-7C	145C	1/273
U-9	146C	1/273
U-10	147C	1/273
U-11	148C	1/273

BUILDING 15: (9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
L-1	149C	1/273

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BUILDING 15 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-2	150C	1/273
L-3C	151C	1/273
M-5	152C	1/273
M-6	153C	1/273
M-7C	154C	1/273
U-9	155C	1/273
U-10	156C	1/273
U-11	157C	1/273

BUILDING 16: (9 units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	158C	1/273
L-2	159C	1/273
L-3C	160C	1/273
M-5	161C	1/273
M-6	162C	1/273
M-7C	163C	1/273
U-9	164C	1/273
U-10	165C	1/273
U-11	166C	1/273

BUILDING 17: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
1	Athena	189C	1/273

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BUILDING NO.17: (continued)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common areas</u>
2	Athena	190C	1/273
3	Athena	191C	1/273
4	Casita	192C	1/273
5	Casita	193C	1/273
6	Athena	194C	1/273
7	Athena	195C	1/273
8	Athena	196C	1/273
9	Casita	197C	1/273
10	Casita	198C	1/273
11	Athena	199C	1/273

BUILDING 25: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
1	Chiquita	178C	1/273
2	Casita	179C	1/273
3	Athena	180C	1/273
4	Athena	181C	1/273
5	Athena	182C	1/273
6	Chiquita	183C	1/273
7	Casita	184C	1/273
8	Athena	185C	1/273
9	Athena	186C	1/273
10	Athena	187C	1/273
11	Athena	188C	1/273

BUILDING 26: (11 units)

<u>Unit No.</u>	<u>Type</u>	<u>Parking Assignment</u>	<u>Undivided Interest In Commons Areas</u>
1	Athena	167C	1/273
2	Athena	168C	1/273
3	Athena	169C	1/273
4	Casita	170C	1/273
5	Casita	171C	1/273
6	Athena	172C	1/273
7	Athena	173C	1/273
8	Athena	174C	1/273
9	Casita	175C	1/273
10	Casita	176C	1/273
11	Athena	177C	1/273

The covered parking stalls referred to above are limited common area, and are appurtenant to the units designed above, and need not be referred to in any unit deed.

The unit numbers and model designation as above, correspond to the same unit numbers on the Record of Survey Map (the plat). The model designations (where shown) are included herein, and on the Plat for information purposes only, and are not a component of the legal description. The legal description include both the Building Number and the Unit Number as shown above.

Declarant reserves the right to make parking assignment changes by filing a supplementary declaration, as to any unit owned

by Declarant, or as to any units not owned, provided that consent is given by the affected unit owner, further provided that such consent need not be contained in the body of any such supplemental declaration.

Declarant specially further reserves the right to create additional units out units 4C or 7C in Buildings 11-16 by filing a supplemental Declaration, together with the right to expand the project on to adjacent property up to the maximum number of units provided in the Declaration.

253548

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RECORDS SECTION  
 SOUTHERN UTAH TITLE  
 BOOK 347 PAGE 610-616  
 FILE 3027-100  
 1984 APR 16 PM 3 21  
 260418  
 DOCUMENT  
 HERBERT S. ROBERTS  
 WASHINGTON COUNTY CLERK  
 BY *[Signature]*

SUPPLEMENTAL DECLARATION

Green Valley Development, Inc., (also known as Green Valley Development Company, Inc.), Declarant under that certain Declaration of Condominium for the Sports Village, Phase I, dated July 23, 1981, recorded September 17, 1981, as entry No. 231254, Book 296, Pages 240-302 of Official Washington County Records, as amended under that certain Supplemental Declaration dated November 5, 1982, recorded November 5, 1982, as Entry No. 242619, Book 317, Pages 443-448 of Official Washington County Records, as further amended under that certain Supplemental Declaration dated June 21, 1983, recorded June 23, 1983, as Entry No. 250762, Book 330, Pages 598-603 of Official Washington County Records, further amended under that certain Supplemental Declaration dated September 23, 1983, recorded September 23, 1983, as Entry No. 253603, Book 335, Pages 579-590 of Official Washington County Records, which supplemental Declaration was amended by that certain Supplemental Declaration (amended) dated October 5, 1983, Recorded as Entry No. 253948, Recorded October 5, 1983, in Book 336, Pages 180-192 of Official Washington County Records hereby exercises its rights and privileges under said Declaration to amend and supplement said declaration (as amended) as follows:

1. Declarant hereby amends Exhibit A to that certain Supplemental Declaration dated October 5, 1983, recorded October 5, 1983 as Entry No. 253948, Book 336, Pages 180-192 of Official

**260418**

Washington County Records to exercise the election allowable under Exhibit A thereto to create additional units out of units designated as "L-3C or M-7C in buildings 12-16", specifically the additional units, parking assignments and amended undivided interest in common areas shall be as set forth in amended Exhibit A attached hereto.

2. In so amending Exhibit A, Declarant further amends the same schedules found on the Record of Survey Map to provide that the airspace defined on the Record of Survey Map shall correspond to the unit numbers on the Exhibit A attached hereto and that the former designation of either L-3C or M-7C units in any particular building on the former Exhibit A are hereby amended to conform with the amended Exhibit A and attached hereto. No change in the Record of Survey Map is necessary inasmuch as this is only the substitution of two units for a "combination unit", which election is provided for in the Record of Survey Map for Green Valley Phase IV and as further reserved in the Supplemental Declaration dated October 5, 1983 referred to above. The amended parking assignments for Buildings 12-16 are also found at amended Exhibit A attached hereto, which amended unit designations and parking assignments supercede designation of Exhibit A of the prior Supplemental Declaration dated October 5, 1983. Any language of Exhibit A to the October 5, 1983, Supplemental Declaration not changed or affected by the Amended Exhibit A attached hereto, shall remain in full force and effect. As a result of this amendment to buildings 12, 13, 14, 15, and 16, there is a net increase of 8 units to the project.

3. Due to the increase in units provided at 4 above of 8 additional units, Declarant further amends the undivided interest of

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each unit in the common areas of the total Sports Village project (as allowed in such declaration and under the Utah Condominium Act) from 1/273, 273 being the total platted units prior to this amendment to 1/281. Subject to the express provisions of the Declaration regarding Declarant's required payments, all units shall share in common expenses according to their undivided interest, which is hereby amended to 1/281. Declarant continues to reserve all rights to expand or modify and such other rights as are conferred in the Declaration and any amendments or Supplementary Declarations thereto, including the rights conferred under paragraph 6, and in particular subsequently to amend for combination units or make other changes as allowed in the Record of Survey Maps previously filed or by the Declaration or Supplementary Declaration thereto.

DATED this 11th day of April, 1984.

GREEN VALLEY DEVELOPMENT, INC.,

Alan H. Coombs  
Alan H. Coombs

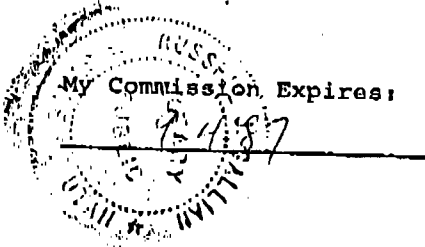
Ronald W. Snow  
Ronald W. Snow, Secretary

STATE OF UTAH, )  
 )  
COUNTY OF WASHINGTON. ) ss.

On this 11th day of April, 1984, personally appeared before me, Alan H. Coombs and Ronald W. Snow, known to me to be the President and Secretary, respectively, of Green Valley Development, Inc., a Utah Corporation, who being by me duly sworn, did say that

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they are the President and Secretary, respectively, of said Corporation, that the forgoing instrument was signed on behalf of the corporation by authority of the bylaws or resolution of its Board of Directors, and acknowledge to me that said corporation executed the same.



*Russell D. Bellon*  
\_\_\_\_\_  
Notary Public  
Residing in Washington County



**260418****EXHIBIT A  
(AMENDED)****Schedule of Unit Numbers, Parking  
and Undivided Interest  
Amended Description, Parking Assignment and Undivided Interest for  
Buildings 12-16.****BUILDING 12: (11 Units)**

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	120C	1/281
L-2	121C	1/281
L-3	122C	1/281
L-4	123C	1/281
M-5	124C	1/281
M-6	125C	1/281
M-7	126C	1/281
M-8	130C	1/281
U-9	127C	1/281
U-10	128C	1/281
U-11	129C	1/281

**BUILDING 13: (11 Units)**

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	131C	1/281
L-2	132C	1/281
L-3	None	1/281
L-4	133C	1/281
M-5	134C	1/281
M-6	135C	1/281

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**260418**BUILDING 13 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
M-7	136C	1/281
M-8	137C	1/281
U-9	138C	1/281
U-10	139C	1/281
U-11	140C	1/281

BUILDING 14: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	141C	1/281
L-2	142C	1/281
L-3	143C	1/281
L-4	None	1/281
M-5	144C	1/281
M-6	145C	1/281
M-7	146C	1/281
M-8	147C	1/281
U-9	148C	1/281
U-10	149C	1/281
U-11	150C	1/281

BUILDING 15: (11 Units)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	151C	1/281
L-2	152C	1/281
L-3	None	1/281

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**260418**BUILDING 15 (continued)

<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-4	None	1/281
M-5	153C	1/281
M-6	154C	1/281
M-7	155C	1/281
M-8	None	1/281
U-9	156C	1/281
U-10	157C	1/281
U-11	158C	1/281

BUILDING 16; (9 units)

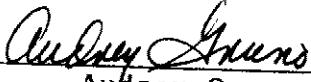
<u>Unit No.</u>	<u>Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
L-1	159C	1/281
L-2	160C	1/281
L-3	None	1/281
L-4	161C	1/281
M-5	162C	1/281
M-6	163C	1/281
M-7	None	1/281
M-8	None	1/281
U-9	164C	1/281
U-10	165C	1/281
U-11	166C	1/281

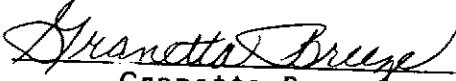
NOTICE OF AMENDMENT  
DECLARATION OF CONDOMINIUM  
OF  
SPORTS VILLAGE CONDOMINIUMS

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.

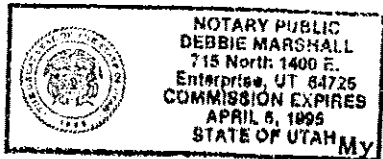
This meeting was held on November 30, 1991 in the Sports Village Condominiums Clubhouse at 1605 W. Village Road in St. George, Utah; at 9:00 am. President of the Association, Granetta Breeze, conducted this meeting. A quorum was ruled to be present, either in person or by proxy, and the attached amendments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

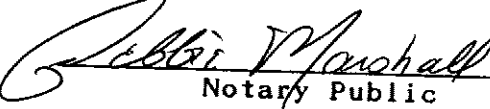
The attached amendments passed unanimously and are hereby incorporated into the Declaration.

  
\_\_\_\_\_  
Audrey Gruno  
Secretary of  
Sports Village Condominium  
Owners Association

  
\_\_\_\_\_  
Granetta Breeze  
President of  
Sports Village Condominium  
Owners Association

On the 31<sup>st</sup> 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 arrangement, charges for use, leases, or other income-generating arrangement, 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) ~~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. 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.

231254  
(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 <sup>not less than \$25,000.00;</sup> ~~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

00995416 Bk 1831 Pg 0848  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2006 JAN 04 16:37 PM FEE \$19.00 BY SW  
FOR: SNOW JENSEN & REECE

Recorded at the Request of:  
Sports Village Condominium Owners Association  
c/o Matthew J. Ence  
Snow Jensen & Reece  
134 North 200 East, Suite 302  
St. George, UT 84770

**SECOND AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
SPORTS VILLAGE CONDOMINIUMS  
PHASES I - IV**

Pursuant to the authority granted to it in Section 25 of the DECLARATION OF CONDOMINIUM OF SPORTS VILLAGE CONDOMINIUMS recorded in the Office of the Recorder for Washington County, Utah, on September 17, 1981, as Entry Number 231254, in Book 296, at Pages 240-302, as amended by the NOTICE OF AMENDMENT recorded on February 3, 1992, as Entry Number 399019, in Book 640, Pages \_\_\_ - \_\_\_ (together hereinafter the "Declaration"), the Sports Village Condominium Owners Association (hereinafter "Association") elects to further amend said Declaration with this instrument (hereinafter "Second Amendment") by revising the sections of the Declaration as set forth specifically herein below.

ARTICLE I

With this Second Amendment, notice is hereby given and recorded that a meeting of the members of the Association was noticed and called for the purpose of considering amendments to the Declaration.

The meeting was held on October 30, 2004, at the Hampton Inn at 53 North River Road, St. George, Utah 84770, at 9:00 a.m. The President of the Association, Beth Nichols, conducted the meeting. A quorum was ruled to be present, either in person or by proxy, and this Second Amendment was considered and voted on.

This Second Amendment passed with an affirmative vote in excess of the 2/3 majority of members present required by Section 25 of the Declaration, which vote the President and Secretary of the Association certify with their execution of this document below.

ARTICLE II

Modifications and additions in each of the sections from the Declaration set forth below are identified with underlining. Deletions are identified with strikethrough. Where no change is indicated the full text of said section is set forth in the Declaration.

ARTICLE III

To Section 2 of the Declaration is hereby added the following paragraph (y):

(y) “Timeshare” as used herein shall mean and refer to a unit the ownership or use of which is as follows:

(1) A unit the ownership of which is held in “time period unit(s),” being an annually recurring part or parts of a year as a period for which the unit is separately owned;

(2) A unit in which “timeshare interest(s)” have been granted, being the right to occupy the unit during three or more separate time periods over a period of at least three years, including renewal options, whether or not coupled with an estate in land;

(3) A unit in which “timeshare estate(s)” have been granted, being a small undivided fractional fee interest in real property by which the purchaser does not receive any right to use accommodations except as provided by contract or other instrument defining a legal right; or

(4) Any other arrangement in which the right to occupy a unit during a given calendar year is based on the payment of a membership fee or purchase of a membership interest in a common entity or entities, including timeshare trading companies or membership organizations, which is/are the fee owner(s) of the unit, where there are more than twelve (12) members owning such a membership interest or having such annual rights to occupy the unit at any given time.

The definition of “timeshare” as set forth herein shall not be interpreted to include any unit for which the right to occupy is based on a traditional, non-annually recurring leasehold interest in the same, regardless of the duration of the interest.

ARTICLE IV

Section 7(b)(1) of the Declaration is hereby amended as follows:

(1) Each of the units shall be occupied by the unit owner, his family, servants, tenants or guests as a private permanent or temporary residence and for no other purpose. Use of any unit as a timeshare (as defined herein) is prohibited. Each carport and/or



parking stall appurtenant to a unit shall be used by the unit owner, his family, servants, or guests for the parking or storage of motor vehicles or such other items as the Board of Trustees may approve and for no other purpose. No carport or parking stall shall be used for parking of trailers, mobile homes, boats, snowmobiles, recreational vehicles, or campers which have been detached from trucks without the written consent of the Board of Trustees.

#### ARTICLE V

Section 7(b)(8) of the Declaration is hereby amended as follows:

(8) No part of the Property shall be used for any commercial, manufacturing, mercantile, or other such non-residential purposes. Use of any unit as a timeshare (as defined herein) is prohibited.

#### ARTICLE VI

Section 15(i) if the Declaration is hereby amended as follows:


(i) Effect of Nonpayment – Remedies. Any assessment not paid when due, whether due monthly or otherwise, shall, together with the hereinafter provided for interest, and costs of filing, collection, and other out of pocket expenses, shall be, constitute, and remain a continuing lien on the unit, consistent with the provisions of the Act and in addition to any other remedies available therein, provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such assessments become due. The person who is the owner of the unit at the time the assessment falls due shall be and remain personally liable for payments. Though a continuing lien against the unit may remain in effect upon conveyance of the unit, such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within fifteen (15) days after the date on which it becomes due, the amount thereof shall be subject to a late payment penalty equal to a minimum of \$10, up to a maximum of \$40, and all amounts so owing shall bear interest from the date of delinquency at a minimum rate of twelve percent (12%) per annum, up to a maximum rate of twenty-four percent (24%) per annum, the same interest rate and late payment service charge to be set from time to time by the Board of Trustees, in its sole discretion. The late payment penalty shall be assessed no more than once upon each delinquent amount, but a new late payment penalty may be assessed each time a new assessment becomes delinquent. The Association may, in its discretion, bring an action either against the Owner who is personally liable or to foreclose the lien against the unit. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

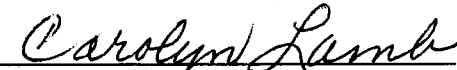
#### ARTICLE VIII

Section 33 of the Declaration is hereby deleted in its entirety.

IN WITNESS HEREOF, the Association has executed this Second Amendment to Declaration of Condominium of Sports Village Condominiums on this 30 day of November 2005.

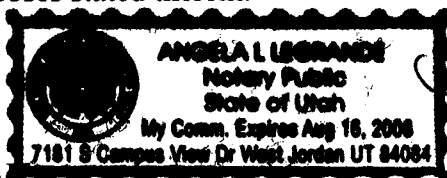
SPORTS VILLAGE CONDOMINIUM OWNERS ASSOCIATION

  
By: Gregg Houston  
Its: President

  
By: Carolyn Lamb  
Its: Secretary

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

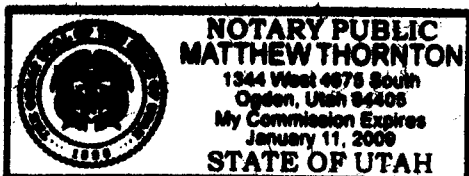
On the 5 day of <sup>Dec.</sup> ~~November~~ 2005, personally appeared before me Gregg Houston, who being by me duly sworn did say that he is the President of Sports Village Condominium Owners Association, and that he executed the foregoing Second Amendment to Declaration of Condominium of Sports Village Condominiums on behalf of said Association, by authority of a vote of its Members, and he did acknowledge to me that the Association executed the same for the uses and purposes stated therein.

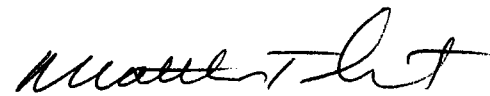


  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 13<sup>th</sup> day of November 2005, personally appeared before me Carolyn Lamb, who being by me duly sworn did say that she is the Secretary of Sports Village Condominium Owners Association, and that she executed the foregoing Second Amendment to Declaration of Condominium of Sports Village Condominiums on behalf of said Association, by authority of a vote of its Members, and she did acknowledge to me that the Association executed the same for the uses and purposes stated therein.



  
Notary Public