

263528

ENTRY NO.

RECORDED 4-2-82 AT 8:30 M. BOOK 234 PAGE 489-493

REQUEST OF Formen Corp.

FEE PAID - JANET J. LUND, SANPETE COUNTY RECORDER

\$ 36.50 BY [Signature] DEPUTY

Hideaway Valley Lot 1 thru 58-A-1
Amendment to the

GRANTOR'S B F
GRANTEES N

"Declaration of Protective Covenants"

for
Hideaway Valley, Plat A

By unanimous decision Backman Title Company and Formen Corporation hereby amend the "Declaration of Protective Covenants for Hideaway Valley, Plat A as recorded in the office of the Sanpete County Recorder, 5-15-1980, Book 216, page 160 thru 165 to read as herein declared:

1. Section VI, paragraph 6.4 shall be amended in its entirety to read as follows;

6.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessmentssshall be made on May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1, of each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before January 1, April 1, July 1, and October 1 next succeeding the date of assessment; Provided, however, that the first annual assessments shall be for the balance of the fiscal year remaining after the date thereof as the date of commencement of the Project. Each annual assessment shall bear interest at the maximum lawful interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided

herein shall not affect the liability of the Owner of any lot for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty days after such notice shall have been given, but not sooner than May 1 of the fiscal year to which such assessment relates.

2. Section VII, paragraph 7.5 shall be amended in its entirety to read as follows;

7.5 Unsightliness: No unsightliness shall be permitted upon any of the Project. No lumber, grass, shrubs, or tree clippings, waste, metals, bulk materials, refuse, garbage and trash shall be kept, stored, or allowed to accumulate on the property. No vehicles, boats, or equipment shall be constructed, reconstructed, repaired or abandoned on the Project except for the normal repair and servicing of lot owners own vehicles.

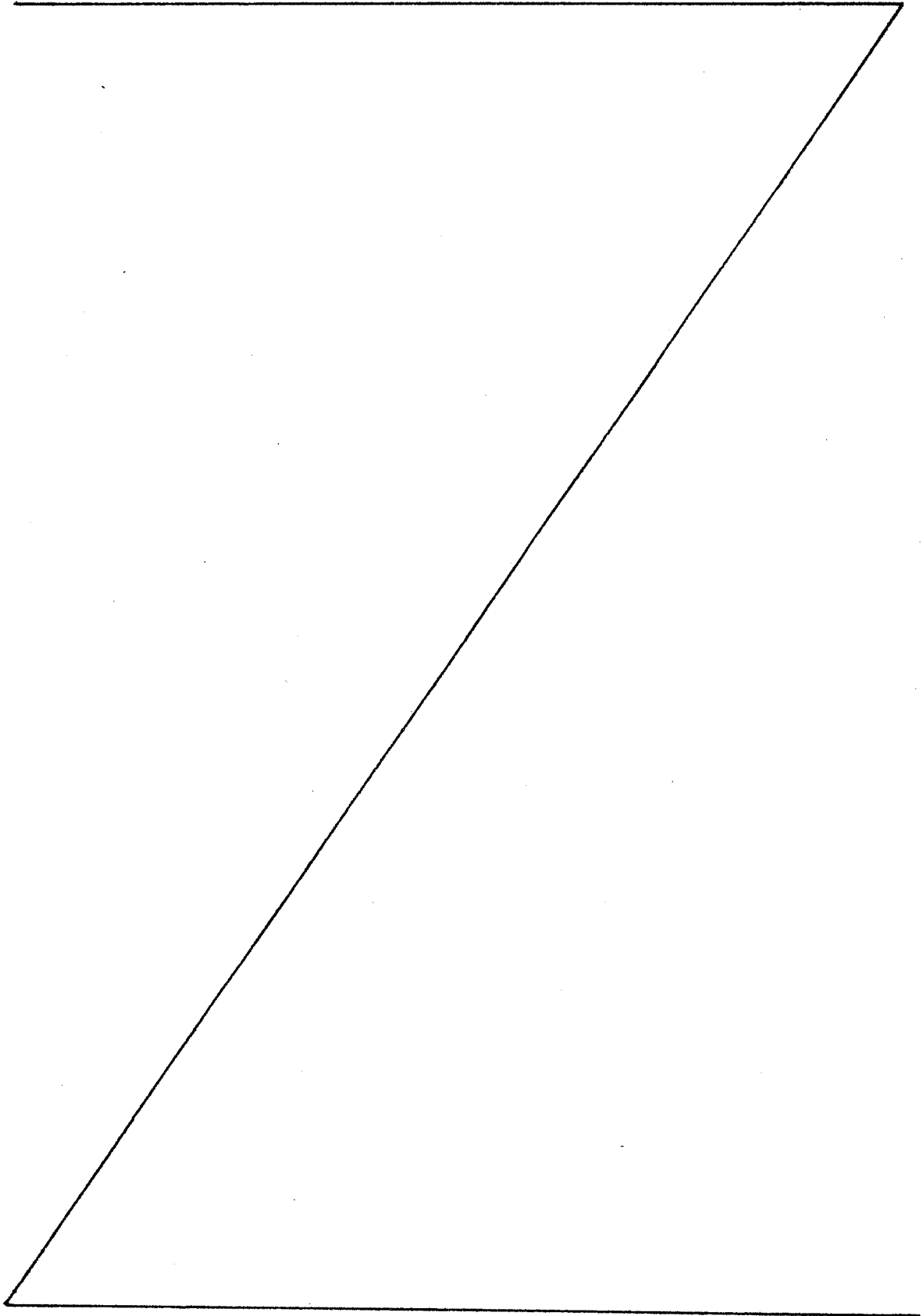
3. Section VII, paragraph 7.12 shall be amended in its entirety to read as follows;

7.12 Sewage Disposal: The cost of individual sewage disposal systems shall be at Lot Owner's expense for each lot in this tract. The type and construction shall conform to the requirements of Sanpete County and the State of Utah Health Department. No septic tank or drain field shall be closer than 50 feet from any lot boundary line or 100 feet from any culinary well system; nor shall any such system be constructed until the results of a satisfactory percolation test have been submitted to the appropriate health authorities.

4. Section X, paragraph 10.1 shall be amended in its entirety to read as follows:

X. OTHER
10.1 Mobile homes may be used as temporary residences

for a maximum of 5 years from date of lot purchase so long as they are neat, skirted and porched. Such time limitation shall not apply to double-wide mobile homes providing they contain a total floor area of not less than 1000 square feet and are neat, skirted, and porched. The architectural committee will pass on these requirements as created by the Association. Campers may be used on mountain recreation lots.



FORMEN CORPORATION, Developer
of Hideaway Valley, Plat A

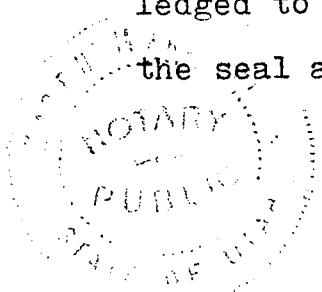
BACKMAN TITLE COMPANY, formerly
known as BACKMAN ABSTRACT & TITLE
COMPANY as Trustee

By [Signature]
J.F. Smith, President

By [Signature]
Gary A. Sargent, Vice President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 12th day of February, 1982, personally appeared before me, Gary A. Sargent who being duly sworn, did say that he is the Vice President of Backman Title Company, a Utah Corporation and that the foregoing Declaration was signed by authority of a Resolution of its Board of Directors, and that said Gary A, Sargent acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation,



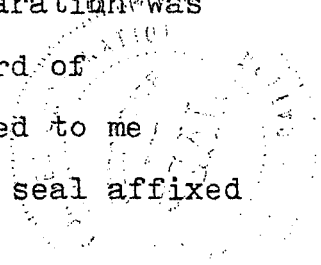
[Signature]
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: 7-29-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 9th day of February, 1982, personally appeared before me, J.F. Smith who being by me duly sworn, did say that he is the President of Formen Corporation,

a Utah Corporation and that the foregoing Declaration was signed by authority of a Resolution of its Board of Directors, and that said J.F. Smith acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation.


Barbara Shipworth
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: COMMISSION EXPIRES AUGUST 25, 1984