



WHEN RECORDED MAIL TO:

Zachary D. Renstrom
205 E Tabernacle Suite 4
St. George, UT 84771

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE
COVENANTS
FOR
PALISADES AT SNOW CANYON

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE COVENANTS FOR PALISADES AT SNOW CANYON (this "Second Amendment") is dated for reference purposes only as of 9-22-2014, 2014, and is made by Kingsbury Development, LLC, a Nevada limited liability company ("Additional Land Developer"), and Gardner-Plumb Ivins, L.C., a Utah limited liability company ("Declarant").

RECITALS

- A. Declarant has made that certain Declaration of Covenants, Conditions and Restrictions for the Palisades at Snow Canyon (the "Declaration"), recorded on November 19, 2013, Document #20130043086 of the Official Records, County Recorder, Washington County, Utah (The "Official Records"), and amended by that First Amendment to Declaration Of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon, recorded on January 21, 2014, Document #20140001976 of the Official Records, County Recorder, Washington County, Utah ("First Amendment"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Declaration and/or First Amendment.
- B. The Declarant sold a portion of the land from the master plan for Palisades at Snow Canyon ("Phase 2", or the Additional Land) to the Additional Land Developer on January 21, 2014, Document #20140001977 of the Official Records, County Recorder, Washington County, Utah.
- C. The Additional Land purchased by Additional Land Developer from Declarant, previously annexed into the Project by the First Amendment has had the first phase of its Additional Infrastructure completed, and is accepted as completed by Declarant. Declarant shall accept title to the land upon which the first phase of the Additional Infrastructure is situate, (the Additional Common Area upon which the first phase of the Additional Infrastructure is situate), pursuant to a deed recorded of approximate even date herewith.
- D. The Additional Land Developer adds the following additional covenants, conditions and restrictions ("Additional Land CCRS") to all of the Phase 2 Additional Land (these Additional

Land CCRs apply only to Phase 2 Additional Land, and do not apply to the Lots in the first phase of Palisades at Snow Canyon, unless otherwise set forth in the Declaration):

1. **Status of Recitals.** The Recitals set forth above shall constitute a portion of the terms of this Second Amendment.
2. **Privacy Walls.** All privacy walls shall be covered with stucco in a color that matches the walls currently built and installed along the western property line. The Architectural Control Committee ("ACC") shall verify the color.
3. **East Side Privacy Walls.** Lots 334-341 are required to have a six foot solid stucco block privacy wall on the east side of each Lot, at the Lot's property line. Said privacy wall is to be constructed at the same time the construction of a residence is commenced on each of said Lots, and completion of which shall be a condition of approval. It shall be the obligation of the Lot Owner to construct said privacy wall, and to the extent an existing privacy wall exists on an adjacent Lot, such Lot Owner shall connect the privacy wall the Lot Owner is constructing to the adjacent Lot's existing privacy wall.
4. **West Side Privacy Walls.** Lots 325, 324 and 315 are required to have a six foot solid stucco block privacy wall on the west side of each Lot, at the Lot's property line. Said privacy wall is to be constructed at the same time the construction of a residence is commenced on each of said Lots, and completion of which shall be a condition of approval. It shall be the obligation of the Lot Owner to construct said privacy wall, and to the extent an existing privacy wall exists on an adjacent Lot, such Lot Owner shall connect the privacy wall the Lot Owner is constructing to the adjacent Lot's existing privacy wall.
5. **North Side Red Cliffs Desert Reserve Walls.** Lots 325-334 that border the Red Cliffs Desert Reserve to the north side of the Project shall have a five foot tall wall ("Reserve Wall") at the north boundary of each Lot ("Reserve Lot"). The bottom three feet shall be a solid stucco block wall. The top two feet shall be wrought iron fencing. The wall and wrought iron shall be uniform for the Reserve Lots, and the design shall be determined by the ACC. The wall shall also include a drainage swale along the north side to direct runoff towards the inlet, as determined by the City of Ivins and the ACC, with the wall be located south of the drainage swale. The wall must be located on the downhill side of the drainage swale. To the extent an existing Reserve Wall has been constructed on an adjacent Reserve Lot, the Reserve Lot Owner shall connect the Reserve Wall that the Reserve Lot Owner is constructing to the adjacent Reserve Lot's existing Reserve Wall. The wall and drainage swale must be built on the Owner's own Reserve Lot, and not on the Reserve Property. The existing barbwire Reserve fence shall remain undisturbed by Reserve Lot Owners. The Owner of Reserve Lot 334 may elect to have that portion of its Lot that borders the trail to the immediate east be in the stucco/wrought iron style set forth in this Paragraph, or without wrought iron as set forth in Paragraph 3, hereof. The Additional Land Developer has posted a bond with the City of Ivins to ensure

completion of the Reserve Wall. The Additional Land Developer shall be entitled to have said bond repaid to it upon completion of the Reserve Wall, or if agreed to by the City of Ivins, pro rata, upon completion of construction of each Reserve Lot's portion of the Reserve Wall. Neither the Reserve Lot Owner, nor the Declarant, nor the Association shall have any right to receive any portion of the amount so bonded. Each Reserve Lot Owner shall complete the construction of that portion of the Reserve Wall attributable to that Owner's Reserve Lot within six (6) months from recordation of the Deed Conveying such Reserve Lot from the Additional Land Developer. If not so completed in six months, the Additional Land Developer shall have the right and license to enter such Lot and to construct that portion of the Reserve Wall to be constructed on such Reserve Lot. In such case, The Additional Land Developer shall be entitled to be paid one hundred and fifty percent (150%, the "Reserve Wall Fee") of the total cost incurred to construct that portion of the Reserve Wall on the non-complying Reserve Lot. If such non-complying Reserve Lot Owner does not pay the Additional Land Developer the Reserve Wall Fee within thirty (30) days of written demand, the Additional Land Developer shall be entitled to place a lien on such non-complying Owner's Reserve Lot, and shall be entitled to collect costs of enforcement of such lien, including, without limitation, reasonable attorney's fees. The foregoing notwithstanding, Lots 326, 330 and 331 ("Declarant Lots") shall have twelve (12) months to complete the Reserve Wall attributable to such Lots before the Additional Land Developer's rights to so build and charge the Reserve Wall Fee commence.

6. Lot 328 Drainage Easement. There is currently a drainage easement supporting a drainage swale upon Lot 328 ("Lot 238 Drainage Swale"). It shall be the obligation of the Association to maintain and repair the Lot 328 Drainage Swale, and conversely, the Owner of Lot 328 grants a perpetual, non-exclusive easement to the Association to do so.
7. Corners. All walls must be constructed on each Owner's Lot. Currently the Lot's corners have been surveyed marked with rebar pins. It is the obligation of the Lot Owner to have the Lot surveyed to ensure that placement of any wall is entirely on such Owner's Lot, irrespective of the current placement of pins.
8. ACC Fee. Each Lot Owner in the Additional Land shall be required to pay a reasonable fee to the ACC for plan review and compliance with respect to these Additional Land CCRS.
9. Height Restriction. The maximum height of any building shall not exceed seventeen (17) feet.
10. Water District Agreement. The Additional Land Developer has been required to execute an Impact Fee Promissory Note and Security Agreement ("Impact Fee Agreement") for the first thirty six (36) Lots created from the Phase 2 Additional Land with the Washington County Water Conservancy District ("Water District"). This Impact Fee

Agreement requires payment of the water impact fee ("WAF") to be paid, in accordance with the Water District's capital facilities plan at the time a Lot is conveyed by the Additional Land Developer to the first Owner for such Lot. Each first Lot Owner shall be required to pay the WAF to the Water District at the time of closing escrow on the Lot.

11. Other Bonds. To the extent Additional Land Developer is required to post any bonds with the City of Ivins, or any other municipal or quasi-municipal agency or utility, the Additional Land Developer shall be entitled to return of such bond amounts when they are to be released.

12. Commencement and Completion of Improvements. Each Additional Land Lot Owner shall commence construction of a residence on the Lot no later than three (3) years after recordation of the deed conveying the Lot from the Additional Land Developer, and shall diligently pursue the completion thereof. The penalty for failure to comply with this regulation shall be an acceleration of the annual non-building Assessment of One Thousand Two Hundred Dollars (\$1,200.00) set forth in Paragraph 10.8 of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth above.

ADDITIONAL LAND DEVELOPER:
Kingsbury Development, LLC
A Nevada Limited Liability Company

Name: Wayne L. Prim

Its: MANAGER

Date: 9/17/14

State of Nevada
County of Douglas

This instrument was acknowledged before me on Sept. 17, 2014 date, by WAYNE L. PRIM, as Manager of Kingsbury Development Limited-Liability Company, A Nevada limited liability Company.



Trudi L. Merriam
(Signature of Notary Officer)

DECLARANT:
GARDNER-PLUMB IVINS, L.C.
A Utah limited liability company

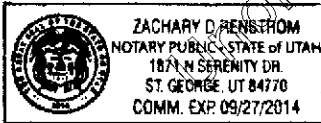
By Walter J Plumb

Name: Walter J Plumb

Its: Manager

State of Utah
County of Washington

This instrument was acknowledged before me on 9/22/2014 date, by
Walter Plumb as Manager of Kingsbury Development Limited-Liability
Company, A ~~Nevada~~ Utah limited liability Company. Gardner-Plumb Ivins, L.C.



ZDR
(Signature of Notary Officer)

LEGAL DESCRIPTION
PALISADES AT SNOW CANYON PHASE 2

BEGINNING AT A POINT N 1°18'27" E 1386.26 FEET FROM THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PALISADES AT SNOW CANYON PHASE 1 ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AND ON FILE AT THE WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH AND RUNNING THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PALISADES AT SNOW CANYON PHASE 1 THE FOLLOWING SEVEN (7) COURSES; (1) N 88°45'19" W 196.17 FEET; (2) N 79°40'50" W 308.87 FEET; (3) N 8°44'52" E 101.91 FEET; (4) N 88°47'50" W 140.00 FEET TO A POINT ON A 228.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 66°06'36" E; (5) 21.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°17'14"; (6) N 29°10'38" E 6.03 FEET; (7) N 60°49'22" W 43.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF DESERT LANE (A 43' PRIVATE STREET); THENCE N 29°10'38" E 75.86 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 28.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°19'29"; THENCE N 38°43'37" E 43.02 FEET TO A POINT ON A 228.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHICH RADIUS BEARS N 37°08'58" E; THENCE 29.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°23'14"; THENCE N 18°45'26" E 132.37 FEET; THENCE S 75°25'27" E 194.14 FEET; THENCE N 18°45'26" E 59.76 FEET; THENCE N 87°05'26" W 14.34 FEET TO THE POINT OF A 269.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 52.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'28"; THENCE N 18°45'26" E 172.45 FEET; THENCE N 45°56'25" W 214.60 FEET; THENCE N 76°30'36" W 100.35 FEET; THENCE N 89°13'14" W 226.28 FEET TO A POINT ON A 671.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS N 89°38'50" W; THENCE 37.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°14'08"; THENCE N 85°33'57" W 401.49 FEET; THENCE S 83°00'27" W 111.15 FEET; THENCE N 88°48'05" W 120.62 FEET; THENCE N 1°11'55" E 400.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID NORTH LINE S 88°45'24" E 1426.27 FEET TO THE EAST QUARTER OF SAID SECTION; THENCE S 1°18'27" W ALONG THE EAST LINE OF SAID SECTION 1244.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.39 ACRES