



After recording mail to:
Rocky Canyon Properties, LLC
164 North 100 East, Suite 1
St. George, UT 84770

Record against the Property
described in Exhibit A

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND PROTECTIVE COVENANTS OF
PALISADES AT SNOW CANYON**

This Fourth Amendment to the Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon ("Fourth Amendment") is executed by Rocky Canyon Properties, LLC, a Utah limited liability company ("Declarant"), pursuant to the Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon described in the recitals.

RECITALS

- A. On November 19, 2013, Gardner-Plumb Ivins, L.C., a Utah limited liability company ("Predecessor Declarant") recorded with the Recorder of Washington County, Utah, a Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20130043086 ("Declaration") and the related Map of the Palisades at Snow Canyon Phase 1 as Entry No. 20130043085.
- B. On January 21, 2014, Predecessor Declarant recorded with the Recorder of Washington County, Utah, a First Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon ("First Amendment") as Entry No. 20140001976.
- C. On September 26, 2014, Predecessor Declarant recorded with the Recorder of Washington County, Utah, a Second Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon ("Second Amendment") as Entry No. 20140029492.
- D. On April 22, 2015, Predecessor Declarant recorded with the Recorder of Washington County, Utah, a Third Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon ("Third Amendment") as Entry No. 20150013381.
- E. On February 27, 2019, Predecessor Declarant recorded with the Recorder of Washington County, Utah, an Assignment of Declarant Rights Under Declaration of Covenants and Easements for the Palisades at Snow Canyon ("Assignment") as Entry No. 20190007298, whereby Predecessor Declarant assigned and transferred all of Predecessor Declarant's rights and obligations under the Declaration to Declarant.
- F. Pursuant to Article 12 of the Declaration, the Declarant now desires to exercise its right to amend the Declaration.

Therefore, Declarant hereby unilaterally exercises its right to amend the Declaration as follows. This Fourth Amendment repeals and replaces any changes made to the same sections of the Declaration by the First Amendment, the Second Amendment, and the Third Amendment. In the event of a conflict between the provisions of this Fourth Amendment and any provisions in the Declaration, First Amendment, Second Amendment, or Third Amendment, the provisions in this Fourth Amendment shall control.

Section 8.7 is repealed and replaced as follows:

8.7. Contractor Restrictions. To ensure compliance with the other provisions of the Declaration, including without limitation the Architectural Guidelines and the requirements of this Section 8, all Lots shall be subject to the covenant and restriction set forth in this Section 8.7. Notwithstanding any other provision of this Declaration, Declarant agrees and covenants, for itself and its successors and assigns which become Owners of the Lots, that the initial Home constructed on each Lot shall be constructed by a licensed contractor approved by the Architectural Control Committee (an "Approved Homebuilder").

8.7.1. The Architectural Control Committee shall have authority, at its sole discretion, to limit the number of Approved Homebuilders, to remove the Approved Homebuilder designation from a licensed contractor previously designated as an Approved Homebuilder, and to require licensed contractors previously designated as Approved Homebuilders to reapply for approval to be an Approved Homebuilder if the licensed contractor has not constructed a Home on the Property within the last twelve months.

8.7.2. Contractors must apply to the Architectural Control Committee for approval to be an Approved Homebuilder. The Architectural Control Committee shall determine the form of the application at its absolute discretion. The Architectural Control Committee shall designate a contractor as an Approved Homebuilders at its sole discretion. If the Architectural Control Committee has limited the number of Approved Homebuilders, it may deny an application to be an Approved Homebuilder solely on the basis that the maximum number of Approved Homebuilders has been reached.

8.7.3. Notwithstanding any other provisions in this Section 8.7, during the Development Phase, Declarant shall have the rights, at its sole discretion, to limit the number of Approved Homebuilders, to designate a licensed contractor as an Approved Homebuilder without the need for the licensed contractor to apply to the Architectural Control Committee for approval, and to remove the Approved Homebuilder designation from a licensed contractor previously designated as an Approved Homebuilder. Declarant may exercise these rights to create an exclusive list of Approved Homebuilders, in which case no other licensed contractors may be designated as Approved Homebuilders until the Declarant determines otherwise.

8.7.4. An Approved Homebuilder must execute a builder agreement in the form promulgated by the Architectural Control Committee for each Home the Approved Homebuilder constructs on the Property. The builder agreement shall include a release of all claims against the Declarant, the Association, and the Architectural Control Committee in connection with this Section 8.7 and an obligation on the part of the Approved Homebuilder to indemnify, hold harmless, and defend the

Declarant, the Association, and the Architectural Control Committee from all claims and liens arising by, through, or under it in connection with the construction of the Home.

8.7.5. Each Lot Owner shall indemnify, hold harmless, and defend the Declarant, the Association, the Architectural Control Committee, the Trustees, and the members of the Architectural Control Committee against any claim made by any Person, including such Lot Owner, relating to or challenging the enforceability of this Section 8 with respect to construction or proposed construction of a Home on such Owner's Lot.

8.7.6. The covenant and restriction set forth in this Section 8.7 shall run with the land and be binding on each successor Owner of each Lot. Declarant may enforce the covenant and restriction by specific performance.

8.7.7. To secure performance of this covenant and these restrictions, Declarant shall have and is hereby granted a first priority lien against the Lot in the amount of the Lot Premium. The Lot Premium represents the increased purchase price Declarant would charge for the Lot but for this covenant and restriction. The Lot Premium is intended to compensate Declarant for that portion of the value of the Lot and adjoining Lots that Declarant will lose if this covenant and restriction are violated and unqualified contractors construct Homes within the Property. In the event of a breach of this covenant and restriction by the Owner, Declarant may foreclose such lien as a mortgage in order to collect the Lot Premium. The Owner shall be personally obligated to pay the Lot Premium and shall be deemed to have assumed and agreed to pay the Lot Premium by taking title to the Lot.

Section 8.8 is amended as follows:

8.8. Construction by Owner. No Owner shall be permitted to construct a Home without using an Approved Homebuilder.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the Declarant has hereunto executed this Fourth Amendment on the 12th day of March, 2020.

ROCKY CANYON PROPERTIES, LLC, a Utah
limited liability company

By: Robyn Hutchison
Name: Robyn Hutchison
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 12th day of March, 2020, personally appeared before me Robyn Hutchison, who being personally known to me or satisfactorily proved to me, and who being by me duly sworn did say that he/she is the Manager of Rocky Canyon Properties, LLC, a Utah limited liability company, and that he/she executed the foregoing Fourth Amendment on behalf of said limited liability company being authorized and empowered to do so by the operating agreement of said company or resolution of its managers, and he/she acknowledged before me that such company executed the same for the uses and purposes stated therein.

Hope Bringhurst
Notary Public



**Exhibit A
(Legal Description)**

This Fourth Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon affects the following real property, all located in Washington County, State of Utah:

All of Lots 101 through 126, together with all Common Area, Palisades at Snow Canyon 1²nd Amd (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-1-101 through I-PSC-1-126

All of Lots 320 through 348, Lots 357 through 358, and Lots 363 through 367, together with all Common Area, Palisades at Snow Canyon 2 Amd & Ext (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-2-320 through I-PSC-2-348

PARCEL: I-PSC-2-357 through I-PSC-2-358

PARCEL: I-PSC-2-363 through I-PSC-2-367

All of Lot 301, and Lots 349 through 351, together with all Common Area, Palisades at Snow Canyon 3 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-3-301

PARCEL: I-PSC-3-349 through I-PSC-3-351

All of Lots 302 through 310, together with all Common Area, Palisades at Snow Canyon 4 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-4-302 through I-PSC-4-310

All of Lots 311 through 319, Lots 352 through 356, and Lots 359 through 362, together with all Common Area, Palisades at Snow Canyon 5 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-5-311 through I-PSC-5-319

PARCEL: I-PSC-5-352 through I-PSC-5-356

PARCEL: I-PSC-5-359 through I-PSC-5-362

All of Lots 201 through 226, together with all Common Area, Palisades at Snow Canyon 6 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PSC-6-201 through I-PSC-6-226